

PREAMBLE

THIS AGREEMENT, dated as of the ~~26th~~ **30th** day of June ~~2010~~**2023**, is made and entered into by and between Spirit AeroSystems, Inc. (hereinafter referred to as "the Company"), and the International Association of Machinists and Aerospace Workers, AFL-CIO and its District 70 and Local Lodge 839 (hereinafter referred to jointly as the "Union").

Cooperative and Collaborative Relationship

The Company and the Union believe that a relationship built on cooperation and collaboration is beneficial to the company and its employees. This Preamble describes the processes that have been put in place to further this cooperative and collaborative relationship. It is agreed that the Company and the Union may discuss suggestions, issues, or other matters either party wishes to present, provided that neither party shall be bound to act upon any item presented or modify or change any provision of this Agreement.

Regular Meetings

To further this cooperation and collaboration, the parties shall meet regularly to discuss and brief each other on issues and concerns that may affect the overall efficiency of the plant and the well-being of the members of the IAM bargaining unit.

Quarterly, the Company shall brief the Directing Business Representative, any Business Representatives appointed by the Union to work with the Company, the Local Lodge President, and Union In-Plant Representatives on the Company's general economic status.

Quarterly, an Executive Level representative of the Company shall brief all 1st level Managers, Union Stewards and Team Leaders on the general state of the Company.

PREFACE

Company and Union Cooperation

The Company and the Union have committed to jointly develop an interdependent, mutually beneficial partnership in order to achieve the highest levels of quality and productivity possible. This partnership is based on a commitment to create a new era in labor-management relations. The key goals of the partnership are to improve participation, flexibility, productivity, quality and the financial performance of the Company while enhancing earning opportunities, long-term employment, job satisfaction and safety for employees.

The parties recognize that achieving this partnership will involve people in all parts of the Company in problem-solving and decisionmaking processes to a far greater extent than in the past. The IAM and Spirit AeroSystems recognize their collective responsibility to contribute to the success of the Company and the establishment of a positive work environment.

The parties also understand that in a long-term cooperative relationship of this nature, developments may arise that neither party anticipated. In such circumstances, it may be in everyone's best interest to modify specific terms in this Agreement. The parties agree to approach such discussions with the utmost good faith in order to find solutions best for all. This Agreement has been constructed so as to maximize the likelihood of realizing these objectives in regard to the intent and spirit of this Agreement.

CONTRACT REAFFIRMANCE

The Company and the Union agree and commit that they will, on the day of the ~~third, sixth, and ninth~~ anniversary of this Agreement, or such other date as either party requests, mutually sign and execute a

written amendment to this Agreement, which expressly reaffirms this Agreement for its remaining stated term.

ARTICLE 1 BARGAINING UNIT

Section 1.1. Union Recognition

The Company recognizes the International Association of Machinists and Aerospace workers, AFL-CIO District 70 and Local Lodge 839 as the sole and exclusive bargaining agent for all employees working in the production and maintenance classifications, excluding classifications currently represented by other bargaining units, employed by the Company at its Wichita, Kansas facility.

Section 1.2. Employees Assigned Away From Primary Location-Unit Identification

It is recognized that the Company's business for the foreseeable future will require the establishment and maintenance, or continued maintenance of temporary or semi-permanent operations in various locations in North America and the islands related thereto and in each such instance where a designated Remote Location is involved, it is the intent of this Agreement that, subject to any further or supplemental agreement of the parties on the matter, employees that are assigned to work at such location shall be considered as remaining or being within the collective bargaining unit identified with the Primary Location of the Company that originally set up the work force identified with the business being conducted by the Company at such location; with the exception that in the case of employees at such location who are there by reason of temporary assignment from some Primary Location other than the one originally setting up such work force, the latter employees shall while on such temporary assignment continue to be identified with the collective bargaining unit at the Primary Location from which they were so assigned.

Section 1.3. Data Reports

The Company will provide those data reports to the Union similar to what was provided in the past, subject to such revisions in the future as may be made by mutual agreement of the parties.

ARTICLE 2 PAYROLL DEDUCTION FOR UNION DUES

Section 2.1. Payroll Deduction for Union Dues, Initiation Fees and Equivalent Service Fees

The Company shall make payroll deductions for the Union's initiation fee as well as its regular and usual monthly dues or equivalent service fees, upon receipt by the office designated by the Company of a voluntary written assignment from the employee covering such deductions. The list of such deductions will be itemized to include each employee's permanent employee number, name, and amount of deduction, and such itemization will be forwarded to the Union. The Union dues or equivalent service fees shall be collected biweekly. Such dues or fees shall be remitted by the fifth (5) of each month. A list of the members or fee payers from whom dues or fees were collected shall be attached to the report given to the Union with the remittance. The initiation fee or regular and usual monthly dues or equivalent service fees shall either be in amounts that are specified on such assignments, or pursuant to a written formula, submitted by the Union to the Company which, in either case, the Company has approved in writing in advance as being administratively practicable. In no circumstances shall the Company be held liable for

the payment of any dues or fees to the Union except as have been deducted in accordance with this Section. The Company agrees to recognize all current and new authorization cards on file.

Section 2.2. Contributions to Machinists; Nonpartisan Political League

Upon receipt by the Company of a signed voluntary authorization by an employee, on a form approved by the Company, requesting that there be deductions made from his wages, in a monthly amount designated by the employee, such deductions to be forwarded to the Union for use by the Machinist's Nonpartisan Political League, the Company will thereafter make such deductions and forward them to the Machinists' Nonpartisan Political League, care of the Union. Such authorization will remain in effect for the duration of this Agreement, unless earlier canceled in writing by the employee.

Section 2.3. Contributions to Guide Dogs of America

Upon receipt by the Company of a signed voluntary authorization by an employee, on a form approved by the Company, requesting that deductions be made from his wages, in a monthly amount designated by the employee, such deductions to be forwarded to the Union for use by Guide Dogs of America, the Company will thereafter make such deductions and forward them to Guide Dogs of America, care of the Union. Such authorizations will remain in effect for the duration of this Agreement, unless earlier canceled in writing by the employee.

Section 2.4. Employee Benefit Systems Agreement (EBS)

This Agreement acknowledges that the Company has agreed to allow the International Association of Machinist and Aerospace Workers to offer the Machinists Custom Choices Worksite Benefits program of supplemental insurance benefits to their employees in the bargaining unit through their designated agent, Employee Benefit Systems, Inc. (EBS). Members will be given an opportunity to spend up to fifteen minutes with an EBS Counselor at the worksite during normal working hours, once per year. Further, the Company will honor payroll deduction requests and make payments to the underwriting insurance companies for supplemental life, cancer and long term disability insurance. All policyholder service will be provided by the underwriter and Employee Benefit Systems, Inc.

Section 2.5. Indemnity

The Union will indemnify and hold the Company harmless from and against any and all claims, demands, charges, complaints or suits instituted against the Company which are based on or arise out of any action taken by the Company in accordance with or arising out of the foregoing provisions of this Article 2.

ARTICLE 3 UNION OFFICIALS

Section 3.1. Union to Furnish List of Stewards

The Union may designate one (1) employee as a steward for each one hundred (100) employees, or fraction thereof, for each shift in each shop. In instances where a shop has a unit geographically separated from its main location, the Union may also designate a steward for each such separate unit for each shift provided that such unit consists of a minimum of four (4) employees, is not adjacent to the shop's main location and is not established on a temporary short-term basis; notwithstanding Section 3.1(a), when such unit drops below four (4) employees, no employee in such unit shall have steward status. If a geographically separated unit of a shop does not have a separate steward, arrangements will be made to

permit employees in such unit to contact a steward upon request. In the absence of the regular steward for any reason, the Union may designate a temporary steward to act for the regular steward. Such designation shall be in writing. For the purpose of this Article 3, a shop shall be defined as any organization, geographically separated unit, or grouping of employees which the parties establish in advance by mutual agreement.

3.1(a) Stewards

An employee while serving as a Steward shall not be laid off, transferred or loaned from his job classification or his shop, or his shift so long as other employees remain in his job classification, and in the shop, and on the shift for which he is designated as Steward. If he/she is not eligible so to remain in his/her job classification, he/she will be offered a downgrade to the highest labor level job classification within his/her normal line of promotion which is then being utilized in the shop and on the shift for which he/she is designated as Steward. If he/she declines such a downgrade or if he/she is relieved of his/her Stewards status prior to such downgrade action, he/she will then be subject to normal surplus procedures as provided in Section 16.3.

3.1(b) Stewards/Layoff

Stewards will be promoted and recalled from layoff on the same basis as provided in Section 16.5 for other employees, except that in the event a shift in a shop is deactivated and is reactivated by the Company within one hundred twenty (120) calendar days after such deactivation, the former Steward will be offered an opportunity to return to that shop and shift provided the Company determines to utilize the Steward's former job classification or a lower level in the same job classification in such shop and on such shift within such one hundred twenty (120) calendar day period, and further provided that the former Steward has not been replaced as a Steward by the Union in the interim.

3.1(c) Steward/Status

A Steward will retain his/her Steward status while on approved medical leave of absence for a maximum of one hundred eighty (180) calendar days, provided that he/she has not been replaced as a Steward by the Union prior to expiration of such leave.

Section 3.2. Business Representatives – Access to Plants

The Company shall provide identification badges so that each Business Representative can have access during working hours to the area in which employees are assigned who are within the bargaining unit as defined in this agreement and for which area he is an accredited Business Representative, to the extent government or customer regulations will permit. The Business Representative may retain the badge affording such access during the period he is so assigned as a Business Representative.

Section 3.3. Grand Lodge Representatives – Access to Plants Grand Lodge Representatives will be permitted access during working hours to areas in the Company's facilities where employees in the bargaining unit defined in this agreement are assigned, for the purpose of conducting Union business to the extent government or customer regulations permit.

Section 3.4. Conditions Relating to Access to Plants

Access of Union representatives to Company facilities for the purpose of investigating complaints or claims of grievance on the part of employees or the Union shall be subject to the following:

- A. The Company shall be required to admit only those accredited Business Representatives who are being admitted as of the effective date of this Agreement, and such other Business Representatives as may be accredited by the Union as provided in Section 3.2 above.
- B. Business Representatives and Grand Lodge Representatives who are entitled under Sections 3.2 and 3.3 to admittance to the Company's facilities shall sign in where required through the Company-designated organization at the plant or facility they desire to enter. Upon being admitted, they shall proceed to the shop or organization they wish to visit, contact the supervisor then present, inform him of the purpose of their visit and obtain his permission prior to contacting any employee in such shop or organization. Such permission will be granted except where there is a substantial reason for delaying the contact due to safety conditions or the fact that a critical operation is in process. Upon leaving the plant or facility they shall sign out and return any temporary identification badges which were issued for the purpose of the specific visit.
- C. Business Representatives and Grand Lodge Representatives granted admittance to the Company's facilities under this Article 3 shall not engage in organizing or campaigning for Union or political office on Company premises. This Section 3.4(c) will not be interpreted as preventing business Representatives or Grand Lodge Representatives from discussing, in non-work areas during non-work periods, matters of Union membership, fees or dues, with employees who are within one of the collective bargaining units described in this Agreement.
- D. Union representatives who fail to comply with the provisions of Sections 3.2, 3.3, and 3.5 shall forfeit their admittance rights.

Section 3.5. Union Activity During Working Hours

Solicitation of Union membership or collection or checking of dues will not be conducted during working time. The Company agrees not to discriminate in any way against any employee for Union activity, but such activity shall not be carried on during working time, except as specifically allowed by the provisions of this Agreement.

Section 3.6. Departure from Work Assignment by Stewards to Investigate Complaints or Claims of Grievance

When Stewards are investigating complaints or grievances, the Company and the Union agree there shall be a cooperative and equal relationship between the supervisor and the Steward. Each

Steward shall notify and coordinate with his supervisor before leaving his work assignment for the purpose of investigating complaints or claims of grievance on the part of employees or the Union or contacting the Business Representative in regard to such claim or grievance. The Supervisor shall agree to the Steward leaving his work assignment except where there is a substantial reason for delaying the contact or the investigation due to safety conditions or the fact that a critical operation is in process. The supervisor may be present during any discussion relating to any complaint or grievance. However, upon the request of an employee or Steward, the Supervisor shall authorize a Steward to participate in a private discussion with an employee or Business

Representative, relating to a complaint or grievance. Discussions of the type described in this Section 3.6 shall be conducted without requiring the employee or Steward to clock out provided the discussion does not extend beyond the time that the Supervisor considers reasonable under the circumstances.

Section 3.7. Departure from Work for Union Business

Except as provided in Section 3.6 above, each Steward, local lodge officer or district council delegate shall, with authorization from the Union, give his Supervisor at least twenty-four (24) hour advance notice if possible and clock out prior to departure from his work assignment to conduct Union business. If the work assignment given the Steward, local lodge officer or district council delegate seriously interferes with the performance of his duties for the Union, or if Union business seriously interferes with his work assignment, the Company and the Union agree to cooperate in making arrangements to prevent such interference in the future. However, Stewards, local lodge officers and district council delegates shall not be penalized for such Union business; provided, that nonpayment by the Company for time spent on Union business shall not be considered as a penalty. This Section 3.7 shall apply to cases of Stewards who are designated to act for Business Representatives in accordance with Section 7.13 for the temporary period the Steward is authorized as a designee.

Section 3.8 Union Interview of New Employees

It is recognized by the Company that the Union has an interest and responsibility in explaining the function of the Union in a collective bargaining relationship and the advantages of membership in the Union. The Union is also aware and has agreed that solicitation of membership cannot be conducted during working time due to the interference and disruption that could result in working schedules. To accommodate both viewpoints and assure that an ample opportunity exists for the Union to explain their role in the bargaining relationship while preserving minimal interference in the Company's working schedule the following procedure will be utilized:

1. At an appropriate time following the Company interview, all individuals employed into the IAM bargaining unit will be directed to an IAM&AW representative who is present in the Employment Office.
2. The following message will be used by the Company representative to introduce the IAM&AW representative:
"The Union representative wishes to explain their designation as your bargaining agent, your opportunity for membership, and the payroll deduction of dues for members."
3. The Union representative will advise the employees that membership in the IAM&AW is voluntary and not a required condition of employment.
4. Both the Company and the Union agree to cooperate in the implementation and administration of this procedure. Neither party will interfere, restrain or coerce employees and both parties agree to use good judgment in all words and actions during this procedure. **The Union and the Company agree that, during orientation and any interviews of new employees, their representatives will not disparage or defame one another.**
5. The Union agrees to minimal interference with the new employee employment processing and the Company agrees to refrain from any actions or statements which could adversely reflect upon the Union.
6. The Union agrees to pay their representative's time allotted by this procedure and to have sufficient representatives present during normal working hours.
7. With the implementation of the procedure for the interview of new employees it is agreed that any existing or contemplated arrangements for permitting the Union to explain membership to applicants or hires is no longer valid and will be cancelled.

Section 3.9. Security Clearances

If governmental regulations require special clearance to obtain access to certain areas where employees are assigned who are within a bargaining unit defined in Article 1, the Company will cooperate with the Union to obtain necessary clearance for one (1) representative designated by the Union. If this number is not adequate in view of the workload, the Company and the Union will discuss the possibility of attempting to obtain clearance for additional representatives.

ARTICLE 4 RIGHTS OF MANAGEMENT

Section 4.1. Management of Company

The management of the Company and the direction of the work force is vested exclusively in the Company subject to the terms of this Agreement. All matters not specifically and expressly covered or treated by the language of this Agreement may be administered for its duration by the Company in accordance with such policy or procedure as the Company from time to time may determine.

ARTICLE 5 JOB CLASSIFICATIONS AND WAGES

Section 5.1. Job Classifications

It is agreed that it is the right and responsibility of Management to establish new job classifications or eliminate existing classifications, and establish the appropriate pay rate for such classifications. Any such change in classifications will be reviewed and discussed with the Union at least thirty (30) days in advance of its establishment. Should a dispute arise concerning the pay rate, it shall be treated as a grievance and handled in accordance with Article 7 of this Agreement.

Section 5.2. Definitions

The meanings of certain terms used in this Article 5 and elsewhere in this Agreement are stated below:

- A. Base Rate. An employee's hourly rate of pay, excluding all adjustments, allowances, awards, bonuses and premiums.
- B. Base Rate Ranges. The minimum and maximum rates of base rate pay are established in Schedule A.

Section 5.3. Jobs Committee

The purpose of this section is to define the objectives of the Joint Union/Company Jobs Committee.

- A. The Jobs Committee shall consist of not more than two (2) representatives appointed in writing by the Union's President/DBR and not more than two (2) representatives appointed in writing by the Company's Senior Union Relations Official. The Union and the Company will each appoint a chair of its group. Recognizing that recommendations by the Committee can have a significant impact on the job classification structure throughout the location, it is expected that appointed members of the Committee are to participate fully in Committee activities as defined by the respective chairs.
- B. The Committee shall, as determined jointly by its chairs, study the job classification system established by Article 5 of the parties' Collective Bargaining Agreement in order to maintain the

integrity of the system and to develop and implement plans for change that will provide enhancement, employment security and productivity improvements. Such activities may include but are not limited to:

- Developing innovative job structure proposals.
 - Deactivating zero or minimally populated jobs.
 - Combining jobs by placing similar work in similar job classifications.
 - Developing new jobs and revisions to existing jobs to accurately reflect organization of tasks.
- C. The Committee shall report to the Union and the Company on the job classification system, together with the suggestions of the Committee members for changes thereto. The results of the Committee's work will be available to the Union and the Company to facilitate future negotiations. Any changes to the job structure or descriptions will be discussed with the Committee.
- D. The Chairs may, from time to time, jointly recommend the adoption by the Union and the Company of changes in the job classification system. Such recommendations, however, shall be wholly advisory and shall not reopen the Collective Bargaining Agreement or affect Article 4 thereof.
- E. To create a proper environment for the Committee's work, the Committee's proceedings shall not be used as the basis for, nor as evidence in, any proceedings under Article 7 of the parties' Collective Bargaining Agreement.
- F. The Committee shall function through the life of the Bargaining Agreement.
- G. The Union and the Company chairs will establish the Committee meeting schedules, and procedures. The Union and the Company shall bear the expenses of their respective Committee members.

Section 5.4. Wages

- A. Wages are set forth by job classification and levels in Schedule A.
- ~~B. All hired employees who are active with Boeing immediately prior to employment with the Company on the effective date of the contract, whether or not they take Boeing retirement, will have a starting wage equal to 90% of their current base rate.~~

Section 5.5. Rate Range and Wage Increases

Employee Base Rate and Rate Range maximums will be adjusted as follows: ~~one (1.0) percent~~ 6% in 2023~~12~~, ~~one (1.0) percent~~ 4% in 2024~~14~~, ~~one (1.0) percent~~ 4% in 2025~~16~~, and ~~one (1.0) percent~~ 6% in 2026~~18~~. All employees ~~not at or above the Rate Range Maximum~~ will be eligible for all base rate increases during the term of this contract. ~~Employees at or above the maximum Rate Range will be paid a lump sum bonus in lieu of a General Wage Increase of one (1) percent of total straight time and overtime wages earned in the previous twelve (12) months.~~ All general wage increases will be effective on the first full pay period following June 25th of the respective year.

Section 5.6. Performance Bonus

- A. ~~The Company will establish an IAM Incentive Award Plan. Upon ratification of the contract, the Company will establish an IAM Incentive Award Plan.~~
- ~~1. The target performance goal and the outstanding performance goal will be the same as the goals set for the Spirit AeroSystems Holdings Inc. Incentive Award Plan for Salaried Employees (commonly referred to as the M&S Incentive Award Plan) in the corresponding Plan Year, and~~

~~as determined each year by the Company. The Company will make a good faith effort to recommend to the Board reasonable goals with a realistic chance of being met. The Company will brief upper level Union leadership on the Plan's goals each year.~~

- ~~2. The Company will meet quarterly with Union Officials to discuss the annual targets which have been set and the quarterly progress with regard to the attainment of the target levels. It will be made clear to the Union at the beginning of the Plan Year what Target Score triggers a score of ~~—1~~ and what Target Score triggers a score of ~~—2~~. Target goals may not be changed for the year once set.~~
- ~~3. If a target score of ~~—1~~ is met, eligible employees will be paid a bonus equal to 2.0% of straight-time and overtime wages (~~— eligible wages~~) for the Plan Year. If the score is less than ~~—1~~, eligible employees will receive an equivalent percentage award. (Example: If the score is 0.75 rather than the target of 1, then eligible employees will receive 1.5% of eligible wages for the Plan Year.) If the outstanding performance goal is met (a score of ~~—2~~), eligible employees will be paid 4.0% of eligible wages for the Plan Year. If the score is between the target and the outstanding performance goal, then the eligible employees will receive an equivalent percentage. (Example: If the score is ~~—1.2~~, then eligible employees will receive 2.4% of eligible wages for the Plan Year.) If there is a distribution under the M&S Incentive Award Plan, a distribution will be made under the IAM Incentive Award Plan. If the M&S Incentive Award Plan is discontinued for the M&S Payroll, and employees on that Payroll are moved to a different Incentive Plan, the IAM Bargaining Unit employees covered by this Agreement will be afforded an opportunity to participate in that new plan in lieu of continued participation in the IAM Incentive Award Plan.~~
 - ~~a) For 2010, payment will be pro rata based upon participation from July 1, 2010 through December 31, 2010. The performance score will be for the Plan Year, but payment shall be computed based upon eligible wages for July 1—December 31 period.~~
 - ~~b) The percentage bonus shall be 2% for Target and 4% for Outstanding Performance in Plan Years 2010 (pro rated as described above), 2011 and 2012.~~
 - ~~c) The percentage bonus shall be 2.5% for Target and 5.0% for Outstanding Performance in Plan Years 2013, 2014, and 2015.~~
 - ~~d) The percentage bonus shall be 3% for Target and 6% for Outstanding Performance in Plan Years 2016, 2017, 2018, 2019 and 2020. For 2020, payment will be pro rata based upon participation from January 1, 2020 through June 30, 2020. For 2020, Plan performance shall be based upon performance for the Plan Year, but the payment shall be based upon eligible wages for the period of January 1 through June 30.~~
 - ~~e) So long as a Target score of no less than 0.5 is achieved, a payment will be made to all eligible IAM Bargaining Unit members for that plan year.~~
 - ~~f) In Plan Years 2012, 2014, 2016 and 2018, a 1% Performance Bonus is guaranteed.~~
- ~~4. An Employee will be eligible to participate in the Plan with respect to incentive award amounts payable under the Plan (if any) for a Plan Year if the following condition precedents are satisfied:~~
 - ~~a) The employee is employed in the IAM bargaining unit as of December 31 of any Plan Year.~~
 - ~~b) Eligibility will be re-determined each Plan Year.~~
- ~~5. Payments shall be made within two and one half months of the end of the Plan Year.~~
 - ~~a) Nothing will prevent the Company from making payments in excess of those provided for in this section or improvements to the p~~

Section 5.67. Job Progression Increases

On each twelve (12) week anniversary of the date of hire, promotion level, or date of the last progression increase, employees below the rate range maximum for their labor level shall, subject to such maximum, will receive a job progression increase of ~~thirty~~**twenty-five** cents (\$.25**30**) to be added to their Base Rate.

Section 5.8. Long Term Rewards

- ~~A. All bargaining unit members who are active employees on June 25, 2010 shall be awarded one hundred and fifty (150) shares of Class A common stock in Spirit AeroSystems Holdings, Inc., subject to Board approval.~~
- ~~B. In 2011, 2013, 2015, 2017, and 2019 a lump sum payment will be paid to all employees employed in the bargaining unit on November 30th of the respective year. The payment shall be 2% of straight time and overtime wages in the twelve (12) months proceeding November 30th of that year (i.e. December 1 through November 30). The lump sum payment shall be made no later than December 15th of that year.~~

Section 5.79. Team Leader

- A. The following selection and compensation procedure, duties and responsibilities will apply to all Team Leader positions at Spirit AeroSystems.
- B. Team Leader duties and responsibilities:
 - 1. Qualifications:
 - a. In order to provide the best assistance to employees the individual ~~electe~~**dselected** should be both technically skilled and possess solid interpersonal skills.
 - b. Be capable of providing on-the-job training in most aspects of the job requirements.
 - c. Team Leaders will be selected on the basis of their leadership, ability, **and** qualifications ~~and seniority. Due consideration shall be given to each of these criteria, but no particular weighting will apply. If qualifications and ability are equal, seniority shall prevail.~~ Ability is defined as the employee being capable of performing most of the essential elements of the classification requested and be in good standing, **meaning an employee must have no more than one active disciplinary action of any kind.;** ~~e.g., no active disciplinary action of any kind.~~
 - 2. Responsibilities
 - a. The Shop Manager and Union Steward will collaborate on the job duties of the proposed Team Leader.
 - b. Job duties shall include, but are not limited to:
 - a. Provide training and instruction for new employees and appraise them of quality and performance standards.
 - b. Assist employees in demonstrating proficiency in proper shop methods, processes and techniques in the performance of work tasks.
 - c. Work on resolution of quality and process related problems.
 - d. Assist Supervisor with any technical training requirements.
 - e. Assist employees in reporting any safety infractions or problems to Supervisor immediately.
 - f. Report status of work in progress to Supervisor.

- g. Advise crew members to have proper company and personally furnished tools in order to perform assigned work.
- h. Once selected, may continue performing shop work, but may also have periods when he or she is not scheduled regular shop work because of other **team leader** tasks being performed.
- i. Provide assistance in the use of and interpretation of any needed documents; (i.e. blueprints, schematics, diagrams, drawings).
- j. Does not act as assistant Supervisor in terms of dispensing or recommending disciplinary action, does not take attendance for other than purposes of making detailed work allocations, does not assign overtime and is not directly responsible for quantity or quality of work produced by other employees.
- k. Assist in workload distribution.

3. Criteria

- a. Team Leaders will normally be in the same department as the employees they are leading. If unique circumstances exist where this would not be the case, ~~the interview and selection team~~ (area Senior Manager, Union representative, and Human Resources representative) must reach agreement before the Team Leader selection is made.

C. Team Leader selection procedure:

1. Team Leader openings will be posted a minimum of five working days in the work area where the opening exists. The opening will also be a subject for crew meetings within the area. Team Leader duties and responsibilities will be listed on the posting.
2. Applications for the Team Leader position may be obtained from the Supervisor and must be returned by the suspense date listed on the posting.
3. The Supervisor and the area shop Steward* will review the records of all Team Leader applicants to ensure they:
 - a. are in good standing, **meaning an employee must have no more than one active disciplinary action of any kind** ~~i.e., no active disciplinary action of any kind~~
 - b. meet the other qualifications for the position
 - c. have completed their probationary period

a are in the same department and/or classification as the Team Leader position being posted.

- d. are in the same department and/or classification as the Team Leader position being posted.

~~*If the shop Steward is a candidate for the position, the InPlant Representative will serve in the Steward's capacity.~~

4. **Permanent shop members will elect the team leader, who must also be a permanent member of the shop. There will be no absentee ballots allowed and voting will be by closed ballot. If the vote is a tie, then seniority will prevail.**
5. **The election will be jointly conducted by the shop's manager and steward. If the steward is a candidate, an IAM in-plant/business representative will serve in the**

steward's capacity. If the manager is not available, the second level manager may serve in the manager's capacity.

- ~~4. The Supervisor and the area shop Steward will then determine the best qualified candidates to be interviewed.~~
- ~~5. The area Senior Manager (PLM), the Union Representative (either the Steward or In-Plant Representative, depending upon whether the Steward is a candidate) and the area Human Resources representative shall interview and select the best qualified individual for the Team Leader position. If a consensus is not reached, the three shall vote on the candidates. They will also notify those who were interviewed and not selected.~~
 - ~~a. The Parties agree that the interview and selection process must create a balance between the necessary interpersonal and technical skills.~~
 - ~~b. The interview and selection team shall utilize standard leadership interview questions and jointly developed shop specific questions. Nothing in this provision will prevent either party from asking additional technical or behavioral interview questions.~~
 - ~~c. All qualified applicants must go through the interview process. If no applicant is qualified, the opening may be re-posted. The applicants not selected will be informed by the Supervisor and Steward as to why they were not selected and where they need improvement.~~
6. The Supervisor and Shop Steward will review the duties and responsibilities of a Team Leader with the successful candidate to insure there is complete understanding of what is expected.
7. Team Leaders will receive a lead premium of (\$1.75) per hour over their current base rate of pay.
8. Team Leaders performance will be reviewed thirty and sixty days after appointment as a Team Leader and annually thereafter.

D. Removal of Team Leader Responsibilities

1. There may be times when the work statement changes or the individual does not have the skills and attributes to perform the Team Leader role. The Company may at its discretion remove the Team Leader responsibilities from any individual Team Leader. At which time, the premium pay provided by Section 5.9.C.7., shall cease. **At the request of the Union, the Company will meet with the Union to discuss the reason or reasons for removal.**

E. Temporary Team Leaders

1. Temporary Team Leaders are selected via the Team Leader selection process (Article 5, Section 5.9).
2. The temporary Team Leader designation may be made in advance of the vacancy occurring and will be reviewed on an annual basis.
3. The temporary Team Leader shall fill in when the full-time Team Leader is away from his/her assigned area for a minimum of fourteen (14) days and a maximum of ninety (90) days. If the need extends beyond ninety (90) days, continuance requires mutual agreement between the Supervisor and the In-Plant Representative.
4. All provisions of (Article 5, Section 5.9) will also apply to temporary Team Leaders. The premium for fulfilling the responsibilities of temporary Team Leader shall be identical to that of a full time Team Leader.

5. The temporary Team Leader's duties shall be identical to that of the full time Team Leader, and only for the time they fill in for the full time Team Leader.
6. The area Steward and In-Plant Representative will be notified prior to using a temporary Team Leader. The notification will also include the estimated duration of the temporary designation.

Section 5.810. Cost of Living ~~Lump-Sum Payment-Adjustment~~

A. Concept of Cost of Living Adjustment

In order to lessen the impact of inflation of the wage earner, the following method shall be used to compute a Cost of Living Adjustment (COLA) to Base Rate and Base Rate Range maximums.

B. Statistical Index for Cost of Living Adjustment

Determination of any Cost of Living Adjustment shall be made in reference to the new series "All City Average of the Consumer Price Index for Urban Wage Earners and Clerical Workers" published by the Bureau of Labor Statistics, U.S. Department of Labor with the following base period: 1982-84 = 100, such index being referred to herein as the BLS Index.

C. Calculation of Cost of Living Adjustment

1. The annual Cost of Living Adjustment shall be calculated using the following straightforward method:

For each two tenths (0.2) of a point rise in the BLS Index from the three month average for June, July, August when compared to June, July, and August of the preceding year, there will be a one cent (\$0.01) Cost of Living Adjustment.

2. Cost of Living Adjustment wage increases (increases to Base Rate and Base Rate Range maximums) shall be capped at 3.5% each year of this Agreement. At no time will COLA adjustments cause wage rates to decline in this agreement. For 2023, the Cost of Living Adjustment shall be guaranteed to be 3.5%.

D. Method of Application and Incorporation of Cost of Living Adjustment

1. Cost of Living Adjustments shall be added to each employee's Base Rate yearly. These yearly adjustments shall be applied to the employee's base rate of pay beginning with the first full pay period following November 1 of each year.

2. No adjustments, retroactive or otherwise shall be made due to any correction which may later be made in the published figures for the BLS Index.

3. In the event the Bureau of Labor Statistics (BLS) does not issue the BLS Index for any of the months as specified in subsection (C)(1) prior to the effective dates above, any Cost of Living Adjustment required by such monthly Index shall be retroactive to the effective date and payable at the beginning of the first pay period after receipt of such Index.

4. If the Bureau of Labor Statistics (BLS), United States Department of Labor, either discontinues publication of the current BLS Index or changes the form and/or method of calculation of the BLS Index, the Company and the Union shall enter into immediate negotiation to determine the appropriate Index to be used. The purpose of these negotiations shall be to ensure that the adjustments received under this article will maintain the full protection originally intended by the negotiation of this provision and shall be no less than that which would have occurred had the BLS Index been continued unchanged in its present form. In the event the parties are unable to agree within sixty (60) days of the revision or discontinuance of the BLS Index, this dispute shall be submitted to final and binding arbitration as provided for in this Agreement. The Cost of Living Adjustment, if any, shall be retroactive to the appropriate effective date of adjustment.

~~A. Employees covered by this Agreement shall receive an annual Cost of Living Lump Sum Payment to the extent such Payments become effective under and in accordance with all of the terms, conditions and limitations stated in this Section 5.10.~~

~~B. Determination of Cost of Living Lump Sum Payment~~

~~1. Determination of the potential Cost of Living Lump Sum Payment shall be made in reference to the new series "All City Average of the Consumer Price Index for Urban Wage Earners and Clerical Workers" published by the Bureau of Labor Statistics, U.S. Department of Labor, with the following base period: 1982-84 = 100, such index being referred to herein as the BLS Index.~~

~~2. During the life of this Agreement, subject to the provision stated below, an annual Cost of Living Lump Sum Payment shall be computed by using (1) 213.34 (the three-month average of the BLS Index for February, March, April, 2010) as the base and (2) an Annual Adjustment Multiplier using the formula 1 cent = .075 percent change in the appropriate average (May through October 2010, November through October thereafter), and (3) the Annual Adjustment Multiplier shall be capped at 1.5% of average base rate as of November 30 in 2010, and 2011, 1.75% of average base rate as of November 30 in 2012 and 2013, 2.0% of average base rate as of November 30 in 2014 and 2015, 2.5% of average base rate as of November 30 in 2016, 3.0% of average base rate as of November 30 in 2017, 4.0% of average base rate as of November 30 in 2018, 6.0% of average base rate as of November 30 in 2019, and (4) the Cost of Living Lump Sum Payment for each eligible employee shall equal the cents per hour adjustment (the Annual Adjustment Multiplier) multiplied by the number of straight-time hours worked in the applicable year plus 1.5 times the cents per hour adjustment multiplied by the number of overtime hours worked in the applicable twelve-month period (December 1 through November 30). For 2010, the period will be straight-time and overtime hours worked between July 1 and November 30, 2010.~~

~~3. Any Annual Adjustment Multiplier shall be cumulative up to the level of each year's cap and shall not decrease. A Cost of Living Lump Sum Payment in any particular year shall be payable only to those employees who, on a Date of Potential Adjustment, are on the active payroll or on leave of absence for less than ninety (90) days. The Date of Potential Adjustment shall be November 30th of each year. The payment will be made before December 31st of the same year.~~

~~4. If the BLS Index is revised or discontinued, the parties shall attempt to determine an appropriate Index figure by agreement and, if agreement is not reached, the parties shall request the Bureau of Labor Statistics to make available a BLS Index in its present form for the appropriate date or dates and calculated on a comparable basis.~~

~~C. Cost of Living Adjustments shall not be added to or subtracted from any employee's base rate, except as herein provided.~~

Section 5.911. Garnishments

In cases of dismissal or suspension of an employee because of writs of garnishment served upon the Company in litigation involving claims of third parties against such employee, such a dismissal or suspension will be treated as a dismissal or suspension under Section 7.3 and will be subject to the grievance procedure and other provisions of Article 7.

Section 5.102. Wage Payment Basis

Employees shall be paid for time worked computed to the nearest one-tenth hour.

Section 5.113. New Assignments

When employees are assigned to work in a higher or lower labor level the new pay rate shall be effective in the employee's paycheck not later than the third payday subsequent to the date on which the new assignment is made.

Section 5.124. Base Rates After Reclassifications

Subject to the base rate ranges provided for in Section 5.2(B), employees who are promoted will have their base rate increased by fifty-six (56) cents for each I-Code they are promoted or decreased by fifty-six (56) cents for each I-Code the employee is downgraded. All base rate changes are subject to wage range maximums. Employees promoted to an I-code they previously held will receive a minimum rate increase sufficient to bring the employee's hourly rate equal to the same hourly rate they previously held or fifty-six (56) cents per I-Code, whichever is greater. Any employee being downgraded who is in progression will be automatically considered to be at the mid-point of progression towards their next progression increase.

Section 5.135. Rate Retention

The base rate of an employee who, under Article 16, accepts downgrade rather than electing layoff shall be, for the ninety (90) calendar-day-period after the downgrade, at a rate that is not less than the rate he held immediately preceding the downgrade. However, this provision shall not apply to any period of employment within a bargaining unit covered by this Agreement after termination, layoff, employee-requested downgrade or transfer to a unit or group to which this Agreement does not apply within the ninety (90)-day period with the following exception: if such an individual is recalled from layoff to a job title classification to which he had been downgraded, and the recall occurs less than ninety (90)-calendar-days after such downgrade, he will receive rate retention prospectively for the portion of the ninety (90)-calendar-day period that remained at the time of layoff. If an employee receives a Temporary Promotion to the job classification from which he was most recently surplused and the employee is receiving rate retention pay as a result of such downgrade, the 90-calendar-day period will be extended one (1) day for each day of such Temporary Promotion.

Section 5.146. Recalls from Layoff

An employee who is recalled from layoff through the exercise of recall rights, will have the following base rate:

- A. If the employee is recalled to the same labor level from which he was laid off, he will be paid the base rate and the cost of living adjustment in effect on the date of his layoff, provided that, if cost of living adjustment has been added to base rates and made a part thereof since the employee's layoff, the cost of living adjustment in effect on the date of the employee's layoff shall be similarly added to his base rate.
- B. If the employee is recalled to either a higher or lower labor level than the one from which he was laid off, his base rate will be determined first by treating him as though he had been recalled to the same labor level under Section 5.146(A) and then reclassified under Section 5.1412.

Section 5.157. Returns from Leaves of Absence

An employee on approved leave of absence who returns to the active payroll will have the following base rate:

- A. If the leave of absence was granted due to industrial injury or industrial illness, military service, or to accept a full-time Union position, the employee's base rate will be equal to the base rate he would have had if he had not been on a leave of absence.
- B. If the leave of absence was granted for any other reason, his base rate will be determined as though he had been recalled from layoff under Section 5.146.(A)

Section 5.18. Gain Sharing Plan

- ~~A. The Company will establish a gain sharing plan whereby employees are rewarded for Company productivity improvements.~~
- ~~B. Target performance goals will be set for each year. Each year the Company will make a good faith effort to establish reasonable goals with a realistic chance of being achieved. Once a target is set for the Plan Year, the target goal may not be changed to be more difficult to achieve. For 2010 and 2011, the following goals shall apply. In following years, the Company will review proposed goals with the Union:~~
 - ~~a. Calendar Year 2010 Performance~~
 - ~~i. Target 3% reduction in Scrap & Rework and 2% reduction in IAM Hours per Unit.~~
 - ~~ii. Outstanding Performance 6% reduction in Scrap & Rework and 4% reduction in IAM Hours per Unit.~~
 - ~~b. Calendar Year 2011 Performance (Will be reviewed with Union in January 2011)~~
 - ~~i. Target 4% reduction in Scrap & Rework and 3% reduction in IAM Hours per Unit.~~
 - ~~ii. Outstanding Performance 8% reduction in Scrap & Rework and 6% reduction in IAM Hours per Unit.~~
 - ~~c. Reductions for 2010 are measured from a baseline of performance from June 1, 2009 through May 31, 2010. Subsequent performance shall be measured with the preceding year as the baseline.~~
 - ~~d. Scrap & Rework reductions will be computed by comparing total scrap and rework per fuselage unit delivered during the base line period to total scrap and rework per fuselage unit delivered during the target period: percent reduction = ((total scrap and rework during baseline period ÷ fuselage units delivered during baseline period)) - ((total scrap and rework during the target~~

- period ÷ fuselage units delivered during the target period) divided by (total scrap and rework during baseline period ÷ fuselage units delivered during baseline period)).
- e. ~~Total IAM Hours per Unit reduction will be computed by comparing total IAM Hours per fuselage unit delivered during the base line period to Total IAM Hours per fuselage unit delivered during the target period: Percent Reduction = ((total IAM Hours during baseline period ÷ fuselage units delivered during baseline period) — (total IAM Hours during the target period ÷ fuselage units delivered during the target period)) divided by ((total IAM Hours during baseline period ÷ fuselage units delivered during baseline period)).~~
 - C. ~~The Company will meet quarterly with Union officials to discuss the targets that have been set and the quarterly progress with regard to the attainment of the target levels. The definition of Target and Outstanding Performance goals will be communicated to the Union as soon as they have been set at the beginning of the Plan Year. Once set, the Target and Outstanding Performance goals may not be changed to be more difficult to achieve during the Plan Year.~~
 - D. ~~If the Target is met, employees will be paid a gain sharing payment equal to one (1.0) percent of the employee's straighttime and overtime wages (pay for hours worked) during the calendar year. If the Outstanding goal is met, employees will be paid a gain sharing payment equal to two (2.0) percent of the employee's straight time and overtime wages (pay for hours worked) during the calendar year. The two measurements of Scrap & Rework Reduction and IAM Hours per Unit are equally weighted thresholds. If one threshold is met, but the other is not, half of the incentive payment will be made. The following examples illustrate how this calculation will occur:~~
 - a. ~~A score of one (1) is met on the Scrap & Rework Reduction measurement but the score on the IAM Hours per Unit measurement is less than one (1). A gain share payment equal to one half of one percent (0.5%) of the employee's straight time and overtime wages during the calendar year will be paid.~~
 - b. ~~A score of two (2) is met on the Scrap & Rework Reduction measurement but the score on the IAM Hours per Unit measurement is less than one (1). A gain share payment equal to one (1.0%) percent of the employee's straight time and overtime wages during the calendar year will be paid.~~
 - e. ~~A score of two (2) is met on the Scrap & Rework reduction measurement and the score on the IAM Hours per Unit measurement is one (1). A gain share payment equal to one and one half percent (1.5%) of the employee's straight time and overtime wages during the calendar year will be paid.~~
 - E. ~~As a condition to be eligible for the gain share payment, the employee must be employed by the Company in an IAM bargaining unit position on December 31st of the particular calendar year for which the gain share payment is being made. Payment shall be made by March 15 of the following year.~~

Section 5.16. Travel Incentive

Employees who travel from the Wichita, Kansas Spirit facility to perform work for the Company on travel assignment will be paid a premium of \$7.50 per hour for all hours worked for the duration of that travel assignment. In order to trigger the pay additive, employees on travel for work must clock their time to the appropriate attendance code as designated by the Company.

Any employee receiving this premium will forfeit it immediately upon the conclusion of the travel assignment. The Company may recover any overpayments paid to the employee for time they were working in Wichita, Kansas and not on travel assignment.

Section 5.17 Annual Bonus

All employees continuously employed by the Company for at least 60 days immediately preceding November 30 of each year of the term hereof, shall receive an annual bonus of 2% of straight-time and overtime wages in the twelve (12) months proceeding November 30th of that year (i.e. December 1 through November 30). -Such bonus shall be paid in the first full pay period following November each year. The 2023 payment will be prorated to the effective date of this Agreement.

ARTICLE 6 HOURS OF LABOR

Section 6.1. Regular Hours

- A. Workweek. The normal work schedule shall consist of five (5) consecutive workdays, Monday through Friday, followed by two (2) days of rest (Saturday and Sunday), except for those employees designated in advance by mutual agreement between the Company and the Union who regularly work on Saturday and/or Sunday, whose normal work schedule shall consist of five (5) consecutive workdays, followed by two (2) days of rest, which shall be treated as their Saturday and Sunday, in that order. The Company will attempt to meet its non-regular workweek assignments on a voluntary basis among the employees. In the event there are insufficient volunteers to meet the requirement, the supervisor may designate and require the necessary number of employees to work the non-regular workweek. Such designation shall first affect the junior qualified employees in the classification.

When reducing the number of non-regular workweek assignments, senior employees within each job will be given their preference to return to regular workweek schedules. The purpose of non-regular workweek assignments is to provide for those maintenance and service functions that are required on a continuing seven (7)-day per week basis. Such assignments will not be utilized for the purpose of providing maintenance or service in support of weekend production operations. It is mutually agreed that Maintenance employees and employees assigned to specific programs, employees assigned to specialized machinery and employees in organizations providing seven-day customer service may be assigned to a non-regular workweek. Employees assigned to a specific program will revert back to a regular workweek schedule upon first production delivery of product to customer.

- B. Short Workweek. The Company in its discretion may schedule short weeks less than forty (40) hours per week, if deemed necessary to avoid a layoff. In the event the Company deems it advisable to work any number of the employees on a short workweek, the Union and the affected employees will be notified in advance which days are to be worked, and such days worked shall be consecutive. The parties agree that stable long-term employment is beneficial for both the Company and the Union. When a layoff appears imminent, the parties will meet to discuss alternatives to layoffs, including, but not limited to, short workweeks, training, and alternative duty assignments. When short workweeks are used the following shall apply:
1. Volunteers shall be asked first and accepted.

2. In the event that there are insufficient volunteers, a short workweek will be staffed in reverse seniority order within the shop. For the purposes of Section 6.1(B) —shopl shall mean the crew identified by a distinct five (5) digit alpha/numeric code that identifies the working group. If exceptions to seniority are needed due to specific skills or machine familiarity, Operations Leadership will discuss the need with the In-Plant Representatives to mutually agree to an exception.
- 3.—During short workweeks the Company will continue to make pension plan contributions based on forty (40) hours per workweek, provided the Pension Plan will permit this. The
3. Company will also continue Medical/Dental, AD&D, and Life Insurance as if the employee were working a regular forty hour workweek.
4. Overtime during a short workweek, shall be based upon Company need and schedules.
5. During periods of short workweek, the Operations Leadership and the Union will meet regularly to discuss scheduling and process issues.

5-6. Employees on alternative work schedules who are assigned to a short work week will follow all provisions listed above. In addition, for employees on 3X12 alternative work schedules, a short work week will consist of 2 days of work at 12 hours a day.

C. Shifts, Lunch Periods, Rest Periods. Each employee shall be assigned to a definite shift with designated times of beginning and ending. The first and second shifts each shall be an eight (8) hour-and-thirty-minute period which shall include a thirty (30) minute unpaid lunch period. The third shift shall be a seven (7) hour period which shall include a thirty (30)-minute unpaid lunch period. The designated times of beginning each shift during the scheduled workweek shall be: first shift - between 5:00 A.M. and 8:30 A.M.; second shift between 1:30

P.M. and 6:00 P.M.; third shift - between 10:00 P.M. and 1:30

A.M. of the following day. Each employee shall be given a ten (10)-minute rest period in each half of the shift to which he is assigned, the time of starting each such rest period to be designated by the Company. Each employee who is required to report for work two (2) or more hours prior to the start of his regular shift shall receive a ten (10)-minute rest period prior to the start of his regular shift. Each employee who is scheduled to work two (2) or more hours of overtime after his regular shift shall receive a ten (10)-minute rest period prior to the start of the overtime. Changes of shift assignments shall be made on the first day of a new workweek whenever practicable.

Section 6.2. ~~Variable~~/Alternative Work Schedules

- A. ~~Variable-Alternative~~ work schedules may be established to meet production or support services requirements. ~~Any such change in work schedules will be by mutual agreement between the parties.—~~ **The Executive Level will present the business case to the LL839 Business Representatives or their designees prior to implementation of an alternative work schedule.**
- ~~B. Management may allow employees to volunteer for variable work schedules (four (4) 10-hour days, Monday through Thursday workweek; three (3) 12-hour days, Friday through Sunday) as warranted by business need.~~
- B. Management may allow employees to volunteer for alternative work schedules (3X12 or 4X10 work schedules) in accordance with the procedures below. Additional alternative work**

schedules may be established by the Company and the Union through the JPC. ~~three (3) 12 hour days. Shift start times are as follows: Monday through Wednesday (1st shift 5:00 a.m. / 8:30 a.m.) (2nd shift 5:00 p.m. / 8:30 p.m.) Thursday through Saturday (1st shift 5:00 a.m. / 8:30 a.m.) (2nd shift 5:00 p.m. / 8:30 p.m.) as warranted by business need. Shift start times may be adjusted by the Company within the aforementioned time frames.~~

C. Employees working 3x12, 4x10 and 5x8 may work together as directed by management.

Section 6.3. ~~Variable~~ Alternative Work Schedule Procedures

- A. 4x10 Work Weeks. The Company may transition work areas from the traditional eight (8) hour five (5) day schedule to a **ten (10) hour, four (4) day (4x10) schedule (Monday through Thursday)** subject to the following:
1. **All 4X10 schedules will be staffed by job code and level, first by shop volunteers, then by volunteers from outside the shop, and finally by reverse seniority within the shop. The Company will establish a pool of volunteers to staff 4X10 schedules.** ~~Permanent assignment to any variable work schedule will be voluntary.~~ Temporary assignment to an **alternative-variable** work schedule for the purpose of training may at times be necessary, temporary assignments shall not exceed ninety (90) work days.
 2. ~~Areas being transitioned to 4x10 workweeks, the Union will conduct a vote of all eligible Union members to determine the acceptance of the proposed schedule change.~~
 3. ~~The 4x10 workweek will be implemented with a vote of acceptance. The company will accommodate employees, who choose not to go to the variable work schedule. In the event that the number of accommodations are such that the variable work schedule cannot be effective, the Company may elect not to implement the variable work schedule.~~
 - 4.2. All time worked over ten (10) hours in one day will be paid at time and one-half.
 - 5.3. All time worked on the fifth day will be paid at time and onehalf.
 - 6.4. All time worked on the sixth (6th) and seventh (7th) days will be paid at double time.
 - 7.5. Hours for holidays not scheduled to be worked by an employee will be credited to the employee's vacation/holiday **(ETOH)** account.
 8. ~~Employees assigned to the Variable Work Schedule whose workweek includes Saturday or Sunday shall observe the regular holiday.~~
 - 9.6. Sick Leave, ~~vacations~~ **ETO** and holidays shall be paid at ten (10) hours per day off.
 - 10.7. Employees on this schedule will be allowed to take two (2) weekends off during the Christmas holiday. Employees will also be given the opportunity to be off Easter Sunday. Employees may use ~~vacation or Sick Leave~~ **ETO** to be compensated for this time off or without pay.
 - 11.8. Assignment to the ~~variable~~ **alternative** shift will be accomplished by seniority for establishing employee preference for placement to the day or night shift.
 - 12.9. There will be ~~two~~ **three (32)** breaks of ten (10) minutes each.
 - 13.10. The Company may transition work areas **to and** from a 4x10 schedule ~~to the traditional 3-shift five-day schedule with sixty thirty (630) calendar days notice.~~
 11. **In the event the Company transitions the work area back to a 5X8 schedule (destaffing), the transition process will follow Section 6.6.4. Upon this transition, Team Leader status and pay will be removed for all Team Leaders.**

- ~~14. Should there not be enough transfer requests from the current work force to staff this schedule, or should the vote be "No" the Company may hire from outside rather than permanently assign employees to this schedule.~~
- B. 3x12 Work Weeks. The Company may transition work areas from the traditional eight (8) hour five-day schedule to a **twelve (12) hour, three (3)-day (3x12)** schedule subject to the following:
1. **Employees working on a 3X12 work schedule will be assigned to one of the following shifts. The start time for each shift shall be within the time frames below.**
 - a. **Shift A – Monday-Wednesday, 5:00 a.m. – 8:30 a.m. (1st shift)**
 - b. **Shift B – Sunday-Tuesday, 5:00 p.m. – 8:30 p.m. (2nd shift)**
 - c. **Shift C – Thursday-Saturday, 5:00 a.m. – 8:30 a.m. (1st shift)**
 - d. **Shift D – Wednesday-Friday, 5:00 p.m. – 8:30 p.m. (2nd shift)**

Shift start times may be adjusted by the Company within the aforementioned time frames as warranted by business need. Existing AWW shifts will be transitioned to the above schedule in January of 2024.

- ~~1.2. Permanent assignment to any variable work schedule will be voluntary. All 3X12 schedules will be staffed by job code and level, first by shop volunteers, then by volunteers from outside the shop, and finally by reverse seniority within the shop. The Company will establish a pool of volunteers to staff 3X12 schedules.~~ Temporary assignment to an **alternative** work schedule for the purpose of training may at times be necessary, temporary assignments shall not exceed ninety (90) days.
- ~~2. Areas being transitioned to 3x12 workweeks, the Union will conduct a vote of all eligible Union members to determine the acceptance of the proposed schedule change.~~
- ~~3. The 3x12 workweek will be implemented with a vote of acceptance. The Company will accommodate employees who choose not to go to the permanent variable work schedule. In the event that the number of accommodations are such that the variable work schedule cannot be effective, the Company may elect not to implement the variable work schedule.~~
- 4.3. All time worked over twelve (12) hours in one day or thirty-six (36) hours in a workweek will be paid at one and one-half (1½) times **the accelerated rate for employees on 3X12 schedules.**
- 5.4. All time worked on the fourth and fifth day will be paid at one and one-half (1½) times **the accelerated rate for employees on 3X12 schedules.**
- 6.5. All time worked on the sixth (6th) and seventh (7th) day will be paid at two (2) times **the accelerated rate for employees on 3X12 schedules.**
- ~~7.6.~~ Hours for holidays not scheduled to be worked by an employee will be credited to the employee's vacation/holiday (**ETOH**) account.
7. ~~Sick Leave, vacations~~**ETOH** and holidays shall be paid at twelve (12) hours per day off **at the accelerated rate for employees on 3X12 schedules.**
8. Employees assigned to the ~~Variable Work Schedule~~**alternative work schedule** whose workweek includes Saturday or Sunday shall observe the regular holiday.
9. Employees on this schedule will be allowed to take two (2) weekends off during the Christmas holiday. Employees will also be given the opportunity to be off Easter Sunday. Employees may use ~~vacation or Sick Leave~~**ETOH** to be compensated for this time off or without pay.
10. There will be ~~two~~**four (42)** breaks of ten (10) minutes each.

11. Employees assigned to the 3x12 workweek will be paid for one (1) thirty (30) minute lunch period occurring during ~~each 12-hour~~ that shift, **provided that employee works their full 12-hour shift.**
12. Employees assigned to the 3x12 workweek will be paid forty (40) hours for thirty-six (36) hours worked. To establish an hourly rate, employees will be paid their individual hourly base rate times 1.111.
13. The Company may transition work areas **to and** from a 3x12 workweek ~~to the traditional 3-shift five (5)-day schedule~~ with ~~sixty thirty (630)~~ days' notice.
- ~~13.~~**14. In the event the Company transitions the work area back to a 5X8 schedule (destaffing), the transition process will follow Section 6.6.4. Upon this transition, Team Leader status and pay will be removed for all Team Leaders.**
- ~~14.~~**15. Assignment to the variable-alternative shift will be accomplished by seniority for establishing employee preference for placement to the day or night shift.**
16. Employees working an ~~variable-alternative~~ schedule will be guaranteed the same number of paid holidays each year as an employee working a regular work week schedule.
17. **Employees working 2nd shift (see Section 6.3(B)(1)) shall be paid a shift premium pursuant to Section 6.4.**
- ~~17.~~**18. An employee assigned to a 3X12 shift working a Saturday or a Sunday as a regular day of work will receive two dollars and fifty cents (\$2.50) per hour in addition to their Base Rate of pay for hours worked on Saturday or Sunday.**
19. **The Provisions in this Section 6.3 will be implemented as soon as administratively practicable following the effective date of this agreement.**

~~15. — Should there not be enough transfer requests from the current workforce to staff this schedule, or should the vote be — no the Company may hire from outside rather than permanently assign employees to this schedule.~~

~~C. Alternative 3x12 Work Schedule. The Company may transition work areas from the traditional eight (8) hour five day schedule to an Alternative Work Schedule consisting of four (4) shifts of 3 X 12's and are subject to the following:~~

- ~~1. — The Executive Level will present the business case to the President/DBR or his designee.~~
- ~~2. — If the Company should decide to no longer utilize the Alternative Work Schedule, the employee(s) working the alternative schedule will be returned to their previous shop and shift.~~
- ~~3. — Permanent assignment to any alternative work schedule will be voluntary. Temporary assignment to an alternative work schedule for the purpose of training may at times be necessary, temporary assignments shall not exceed ninety (90) days.~~
- ~~4. — Areas being transitioned to 3X12 workweeks, the Union will conduct a vote of all eligible Union members to determine the acceptance of the proposed schedule change.~~
- ~~5. — The 3X12 workweek will be implemented with a vote of acceptance. The Company will accommodate employees who choose not to go to the permanent alternative work schedule. In the event that the number of accommodations is such that the alternative work schedule cannot be effective, the Company may elect to not implement the alternative work schedule.~~
- ~~6. — All time worked over twelve (12) hours in one day or thirtysix (36) hours in a workweek will be paid at one and one half (1½) times.~~

7. — ~~All time worked on the fourth and fifth day will be paid at one and one-half (1½) times.~~
8. — ~~All time worked on the sixth (6th) and seventh (7th) day will be paid at two (2) times.~~
9. — ~~Hours for holidays not scheduled to be worked by an employee will be credited to the employee's vacation/holiday account.~~
10. — ~~Sick Leave, vacation and holidays shall be paid at twelve (12) hours per day off.~~
11. — ~~Employees assigned to the Alternative Work Schedule whose workweek includes Saturday shall observe the regular holiday.~~
12. — ~~Employees on this schedule will be allowed to take two (2) weekends off during Christmas holiday. Employees may use vacation or sick leave to be compensated for this time off or without pay.~~
13. — ~~There will be two (2) breaks of ten (10) minutes each.~~
14. — ~~Employees assigned to the 3X12 workweek will be paid for one (1) thirty (30) minute lunch period occurring during that shift.~~
15. — ~~Employees assigned to the 3X12 workweek will be paid forty (40) hours for thirty-six (36) hours worked. To establish an hourly rate, employees will be paid their individual hourly base rate times 1.111.~~
16. — ~~The Company may transition work areas from a 3X12 workweek to the traditional three (3) shift five (5) day schedule with thirty (30) days notice.~~
17. — ~~Employees working an alternative schedule will be guaranteed the same number of paid holidays each year as an employee working a regular workweek schedule.~~
18. — ~~Employees working 2nd shift (see Section 6.2.C) shall be paid a shift premium pursuant to Section 6.4.~~
19. — ~~Should there not be enough transfer requests from the current workforce to staff this schedule, or should the vote be 'no', the Company may hire from outside rather than permanently assign employees to this schedule.~~
20. — ~~An employee assigned to Saturday as a regular day of work will receive two dollars and fifty cents (\$2.50) per hour in addition to their Base Rate of pay for hours worked on Saturday.~~
21. — ~~Assignment of the Alternative Work Schedule will be accomplished by seniority for establishing employee preference for placement to the days of work and the shift.~~

Section 6.4. Shift Premiums

The second shift shall be paid a shift premium of ~~seventy-five~~**eighty** cents (\$.8075) and third shift shall be paid a shift premium of ten cents (\$.10) per hour which shall be added to Base Rate.

Section 6.5. Work Schedule Premiums

- A. An employee assigned to either Saturday or Sunday as a regular day of work will receive two dollars and fifty cents (\$2.50) per hour in addition to his Base Rate of pay for hours worked on Saturday and Sunday.
- B. An employee who works a third shift of six and one-half (6½) hours will receive a bonus equivalent to one and one-half (1½) hours pay at this base rate. A prorated portion of that bonus will be paid when the employee works less than six and one-half (6½) hours on a regular third shift.

Section 6.6. Shift Preference

- A. In order to ensure operational efficiency, the Company shall have the right to assign employees to any shift. Subject to the foregoing, senior employees who have a shift preference

on file shall be given preference over junior employees who are assigned to the same job classification, level and shift, junior returning non-bargaining unit employees, new hires, recalls from layoff, and promotional candidates for placement in openings in their job classification, level and organization. Shift preference rights are not applicable over employees being downgraded, laterally reclassified on their current shift, laterally transferred to the organization on their current shift or over senior employees who are in their labor level. Employees who have requested downgrades will not be given preference over senior employees in their organization who have shift preferences on file. Shift preferences must be filed more than three (3) working days prior to an organization effecting a shift change or declaring a job opening by submission of a dated open requisition. If an employee does not file a shift preference, it shall be assumed that he is on his preferred shift. Under no circumstances will the provisions of this Section 6.6 be construed to enable an employee, at his instance and request, to displace a less senior employee from his job and shift.

1. As stated, shift preferences as defined will not apply in instances where the exercise of such rights would affect the efficiency of Company operations in any organization on any shift. When such instances arise, it shall be the responsibility of organizational management to prepare an exception request for transmittal to the organization's designated executive or delegate.
 - a) ~~a) An Exception Request of Shift Preference is a request made by the Company to deviate from the normal shift preference process for a temporary basis to avoid affecting efficiency of daily operations. Examples include training, schedule recovery, customer requirements. An Exception Request form is filed to track this process.~~
 - b) Management must provide, in writing, a specific reason for the temporary assignment, including skills required and why employee chosen meets those requirements.
 - c) Exception requests shall be discussed with the Union Steward(s) on both shifts prior to submittal to the organization's senior Human Resources executive or designee for final approval. ~~The Company will follow the process agreed upon by the Company and the Union. (Ref. MOU #4).~~
2. **The Exception Request of Shift Preference process shall be as follows:**
 - a) **Manager discusses situation of proposed exception with Steward to explain the business need/reason.**
 - b) **Manager retrieves Exception Request electronic form from website.**
 - c) **Manager completes the form (obtains Steward acknowledgment) and sends form electronically to Labor Relations for approval/denial.**
 - d) **Completed forms should be received in Labor Relations at least five (5) working days in advance of shift movement. As a general rule, forms will not be accepted after-the-fact.**
 - e) **Once received Labor will forward copy to authorized Union Representative.**
 - f) **If approved, Labor Relations notifies Management so they can change employee schedule, notifies receiving manager, etc., and forwards appropriate information to HRSC.**
 - g) **If denied, Labor Relations will contact Management for discussion.**

2.3. When senior employees are displaced from their shift of preference during a staffing exercise, the displaced employee shall be given, in writing, a date of return to the preferred shift he/she was on.

4. The Company will de-staff a shift in the following order: first, by shift preference filings; and second, in reverse seniority order among remaining employees. In cases where the shift is to be eliminated, employees will be notified in advance and given the opportunity to file a timely shift preference.

5. Guidelines for Managers.

a) **Temporary shift exception requests should not be utilized when the requirement can be met by the normal shift preference process or by use of reverse seniority.**

b) **A plan should be in place to avoid having to repeat this process multiple times in the same area.**

c) **If the temporary situation will become permanent or repetitive, every effort should be made to utilize the normal shift preference process.**

d) **REMEMBER THIS PROCESS IS IN PLACE FOR EXCEPTIONS ON A TEMPORARY BASIS.**

B. Notwithstanding section 6.6(A), within the Wichita Facilities organization, independently, shift preference rights will apply throughout the Company's Wichita facility within each job classification and level at the Director level.

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Section 6.7. Overtime Rate

A. For time worked outside of his assigned shift, an employee shall be paid one and one-half (1½) times his base rate for the first two (2) hours, and double his base rate thereafter.

B. For the first eight (8) hours of work by an employee on the first day of his two (2) consecutive days of rest, who is assigned on that day to work the first or second shift, such employee shall be paid one and one-half times his base rate for that shift and double such base rate thereafter.

C. For the first six and one-half hours of work by an employee on the first day of his two (2) consecutive days of rest, who is assigned on that day to work the third shift, such employee shall be paid one and one-half times his base rate for that shift and double such base rate thereafter.

D. Any time worked on the second day of an employee's two (2) consecutive days of rest shall be paid for at double his base rate for such shift and such double time shall remain in effect for all hours continuously worked.

1. Except if an employee is scheduled and does not work on first scheduled day of rest, but works on second scheduled day of rest, employee will be paid one and one-half (1½) times his Base Rate plus shift premium where applicable for time worked for first eight (8) hours worked, normal double time rates shall apply thereafter.

E. In lieu of the provisions in Sections 6.7 A-D, overtime worked in any of the following circumstances shall be paid at double the employee's base rate:

1. more than one hundred sixty (160) overtime hours in the calendar quarter; or

2. on a weekend immediately following three (3) consecutive weekends worked by the employee.

Section 6.8. Reporting Pay

If an employee reports for work in accordance with instructions, ~~he~~**they** shall receive a minimum of **their regular work shift hours' pay (including alternative work schedules)** ~~eight (8) hours pay at his~~**their** Base Rate plus shift premiums where applicable. This will not apply in case of emergency shutdowns arising out of any condition beyond the Company's control. An employee who leaves work of ~~his~~**their** own volition, or because of incapacity (other than industrial injury or illness), or is discharged or suspended after beginning work, will be paid only for the number of actual hours worked during the day. An employee who leaves work because of incapacity due to industrial injury or illness will be paid **their regular work shift hours' pay (including alternative work schedules) for that day** ~~eight (8) hours pay at his~~**their** Base Rate plus shift premiums **and overtime hours worked** where applicable.

Section 6.9. Call Back Pay

A minimum of four (4) hours pay at the applicable overtime rate will be paid for any call back work performed outside of one's regularly schedule hours. An employee who leaves work of his own volition, or because of incapacity (other than industrial injury or illness), or is discharged or suspended after beginning work, will be paid only for the number of hours actually worked during that day. An employee, who leaves work after call back, will be paid only for the number of hours actually worked unless authorized by management.

Section 6.10. Overtime Scheduling

It is the intent of the Company to distribute overtime as equally as reasonably practicable within the job classification, shop and shift. Both the Union and the Company recognize that the employees who are assigned the work must be qualified to perform the specific work. The Company will strive to meet its overtime requirements on a voluntary basis. In the event there are insufficient qualified volunteers to meet the requirement, management may designate and require the necessary number of employees to work the overtime.

- A. Management may exclude an employee from overtime, even if the employee is in attendance when the overtime is being assigned, if:
- ~~1. The employee has had an unexcused absence in the preceding week. The employee has been absent during the week, except for sick leave, jury duty, witness service, bereavement leave, military leave, authorized Union business, previously scheduled vacation or absence due to industrial injury or illness.~~
 - ~~2. An employee is asked to work overtime (Saturday and/or Sunday) and is subsequently absent due to illness or bereavement leave on the workday preceding the overtime day.~~
 - ~~3.1. The employee has been given a Disciplinary Memo (DM) for violation of the Company's attendance policies. The exclusion period shall begin upon the date of issuance of the DM and shall last for no more than ninety (90) calendar days. If during the ninety-day exclusion period the Company assigns the employee to work mandatory overtime or overtime requested by the Manager, the employee will no longer be excluded from overtime because of the discipline.~~
 - 4.2. Two (2) consecutive weekends have been worked by the employee.
 - 5.3. One hundred twenty-eight (128) overtime hours have been worked in the calendar quarter.

6.4. Eight (8) overtime hours have been worked on the Saturday or the Sunday.

7.5. An employee's schedule or work quality is currently documented as being deficient by a Disciplinary Memo (DM). The exclusion period shall begin upon the date of issuance of the DM and shall last for no more than ninety (90) calendar days. If during the ninety-day exclusion period the Company assigns the employee to work mandatory overtime or overtime requested by the Manager, the employee will no longer be excluded from overtime because of the DM.

~~B.~~ If the whole shift of a shop/functional area/crew or position is scheduled to work a six (6) or seven (7) day week, all employees in the shop/functional area/crew or position will be required to report for weekend work, regardless of whether or not they were absent during the week, except when an employee has previously scheduled the use of vacation, bereavement leave or military leave on Friday preceding the weekend, or unless Sections (A)(4,5,6) of this Section 6.10(A) apply.

~~C.~~**B.** It is understood that the authority of the Company to require overtime work, established by Section 6.10 of the Collective Bargaining Agreement, is necessary for business planning and meeting operational objectives. The parties recognize, however, that the exercise of this authority may affect employee productivity.

~~D.~~**C.** Accordingly, the Company and the Union agree, subject to the exceptions noted below, that the authority conferred by Section 6.10 of the Agreement shall hereinafter be limited as follows. No employee shall be required, and need not be permitted, to work overtime in excess of the following limits:

1. Quarterly Limit

- The limit shall be one hundred twenty eight (128) overtime hours in any calendar quarter;

2. Weekend Limit

- ~~The limit shall be two (2) consecutive weekends;~~ **All weekend overtime shall be voluntary.**
- **For employees on a regular 5X8 (Monday-Friday) schedule, "weekend" shall mean Saturday and Sunday.**
- **For employees on a 4X10 (Monday-Thursday) schedule, "weekend" shall mean Friday, Saturday, and Sunday.**
- **For employees working 3X12 alternative work schedules, "weekend" shall mean their fourth, fifth, sixth, and seventh days.**
- ~~Employees who have worked two (2) consecutive weekends may volunteer to work overtime on the following weekend;~~
- ~~Overtime work on either a Saturday and a Sunday, or on a Saturday or a Sunday, shall constitute a weekend worked;~~
- ~~The limit for overtime on a Saturday or a Sunday shall be eight (8) hours.~~

3. Holidays

All overtime on a holiday as set forth in Section 10.1 of the parties' Collective Bargaining Agreement or on the weekend which immediately precedes a Monday holiday or immediately follows a Friday holiday shall be voluntary.

4. No employee will be scheduled for weekend overtime in conjunction with his or her vacation provided the vacation is scheduled three (3) or more days prior to the start of the vacation.

- ~~E.D.~~ All overtime in excess of the above limits shall be strictly on a voluntary basis and no employee shall suffer retribution for his refusal or failure to volunteer. An employee may be required to perform overtime work beyond the above limits where necessary for delivery of an airplane which is on the field, for customer-requested emergency repair of delivered products, or for Government DX or Government DO rated orders. ~~In addition, an employee may be required to perform overtime on a holiday or on the weekend which immediately precedes a Monday holiday or immediately follows a Friday holiday where necessary for facilities maintenance.~~
- F.E. The Company will brief the Union ~~semi-annually~~**quarterly** of its anticipated program scheduling and its forecasted overtime requirements.
- F. Overtime Notice: When required to work overtime, employees shall be notified in advance where possible. ~~Four (4)~~**Six (6)** hours notice shall be given for daily overtime, ~~and six (6) hours notice shall be given when employees are required to work any days of rest of their normal work week, where possible.~~
- G. ~~This Section shall apply to continuous work periods (continuous except for lunch and rest periods) that begin at or after 6:01 P.M. Friday (or the day prior to the day treated as the employee's Saturday under Section 6.1) and prior to 10:00 P.M. Sunday (or the day treated as the employee's Sunday under Section 6.1).~~
- H. ~~In any continuous period of work (continuous except for lunch periods and rest periods) the work will be deemed to have been performed on the shift and day shown below:~~

If work Period Starts	Shift	Day
6:01 P.M. Friday Through 1:30 A.M. Saturday	3 rd	Saturday
1:31 A.M. Saturday through 10:00 A.M. Saturday	1 st	Saturday
10:01 A.M. Saturday Through 6:00 P.M. Saturday	2 nd	Saturday
6:01 P.M. Saturday through 1:30 A.M. Sunday	3 rd	Saturday
1:31 A.M. Sunday through	1 st	Sunday

~~10:00 A.M. Sunday~~

~~10:01 A.M. Sunday~~

through

2nd

Sunday

~~9:59 P.M. Sunday~~

Section 6.11. Paydays

Employees will be paid Thursday of every second week, unless that day is a holiday. If that day is a holiday the Company will endeavor to make deposits on the prior business day.

ARTICLE 7

GRIEVANCE PROCEDURE AND ARBITRATION

Section 7.1. Establishment of Grievance and Arbitration Procedure

Grievances or complaints arising between the Company and its employees subject to this Agreement, or the Company and the Union, with respect to the interpretation or application of any of the terms of this Agreement, shall be settled according to the following procedure. Subject to the terms of this Article 7 relating to cases of dismissal or suspension for cause or of involuntary resignation, only matters dealing with the interpretation or application of terms of this Agreement shall be subject to this grievance machinery.

Section 7.2. Employee Grievances

It is agreed that the Business Representative of the Union and the Company Labor Relations Representative may assist in any step of the grievance:

STEP 1. Oral Discussion/Grievance Reduced to Writing. The employee first shall notify his supervisor of his grievance and then, if he so desires, shall discuss his grievance with the Steward ~~or the Union In-Plant Representative~~, and if the Steward ~~or the In-Plant Representative~~ considers the grievance to be valid, then the employee and the Steward ~~or In-Plant Representative~~ will contact the employee's supervisor and will attempt to effect a settlement of the complaint. This procedure, however, will not prevent an employee from contacting his supervisor if he so chooses. If the purpose of the employee's contacting his supervisor is to adjust the grievance, the Steward ~~or the In-Plant Representative~~ shall be given an opportunity to be present and such adjustment shall be in conformity with this Agreement.

If no settlement is reached following an oral discussion with the supervisor, the Steward must, within ten (10) workdays after the Union knew of the alleged contract violation, reduce to writing a statement of the grievance or complaint which shall contain the following:

- a) The facts upon which the grievance is based.
- b) Reference to the section or sections of the Agreement alleged to have been violated (this will not be applicable in cases of dismissal or suspension for cause or of involuntary resignation).
- c) The remedy sought.

After such submission, the supervisor and the Steward may, within the next five (5) workdays (unless mutually extended), settle the written complaint/grievance and, over their signatures, indicate the disposition made thereof. Otherwise, promptly after the expiration of such five (5)-day period (or agreed extension thereof) the supervisor and the Steward shall sign the complaint/grievance, with the supervisor indicating the basis for denying the grievance, and their signatures will indicate that the grievance has been discussed and considered by them and that no settlement has been reached.

At this point in the process the Steward will bring the complaint/grievance to LL839 for Step 2 to be initiated.

A final decision made with respect to any grievance at Step 1 of the grievance procedure shall apply to that grievance only and shall not become a binding precedent in the case of other grievances, nor a precedent which shall bind the parties in interpretation of this Agreement. All settlements of grievances in Step 1 must be consistent with the terms and conditions of this Agreement.

STEP 2. Written Grievance Grievance Reduced to Writing e -- Handling at Supervisory Management Level. If no settlement is reached in Step 1, the In-Plant Representative, if he considers the grievance to be valid, may at any time reduce to writing a statement of the grievance or complaint which shall contain the following:

- a) ~~The facts upon which the grievance is based.~~
- b) ~~Reference to the section or sections of the Agreement alleged to have been violated (this will not be applicable in cases of dismissal or suspension for cause or of involuntary resignation).~~
- c) ~~The remedy sought.~~

~~The~~ the In-Plant Representative/**Business Representative** shall submit the written statement of grievance to ~~the Supervisor or~~ the next level of Management for reconsideration, with a copy to the **designated Labor Relations representative of the Company**. After such submission the **Supervisor manager working the grievance** and the In-Plant Representative/**Business Representative** may, within the next ~~five~~ **fifteen (15)** workdays (unless mutually extended), settle the written grievance and, over their signatures, indicate the disposition made thereof. Otherwise, promptly after the expiration of such ~~five~~ **fifteen (15)**-day period (or agreed extension thereof) the **Supervisor manager working the grievance** and the In-Plant Representative/**Business Representative** shall sign the grievance, with the ~~Supervisor Company~~ indicating the basis for denying the grievance, and their signatures will indicate that the grievance has been discussed and reconsidered by them and that no settlement has been reached.

STEP 3. Written Grievance; Handling at In-Plant Representative/Business Representative-Company Representative Level. If no settlement is reached in Step 2, within the specified or agreed time limits, the **In-Plant Representative/Business Representative** may at any time thereafter submit the grievance to the **designated Labor Relations representative of the Company**. After such

submission the designated representative of the Company and the **In-Plant Representative**/Business Representative may, within the next ten (10) workdays (unless mutually extended), settle the grievance and, over their signatures, indicate the disposition made thereof. Otherwise, promptly after the expiration of such ten (10)-day period (or agreed extension thereof) the designated representative of the Company and the **In-Plant Representative**/Business Representative shall sign the grievance, with the designated **Labor Relations** representative indicating the basis for denying the grievance, and their signatures will indicate that the grievance has been discussed and reconsidered by them and that no settlement has been reached.

STEP 4. Arbitration. If no settlement is reached in Step 3 within the specified or agreed time limits, then either party may in writing, within ten (10) workdays thereafter, request that the matter be submitted to an arbiter for a prompt hearing as hereinafter provided in Sections 7.6 to 7.9, inclusive.

Section 7.3. Dismissals, Suspensions, Layoffs, Etc.

In cases of layoff, or of dismissal or suspension for cause, or of involuntary resignation, the employee shall be given a copy of the layoff, suspension or termination of service slip, as the case may be, if he is available to be presented with such copy. If he is not available, copies of the slip will be sent to the employee and to the Union office. The employee shall have the right to appeal the action shown on the slip providing the ~~In-Plant Representative~~ **employee** files a written grievance at Step 2 with the designated **Labor Relations** representative of the Company within ~~seven (7)~~ **ten (10)** workdays after the date of layoff, dismissal, suspension for cause or involuntary resignation, or within ~~seven (7)~~ **ten (10)** workdays after the date of the mailing of the copy of the slip, provided, however, that any dismissal or suspension of an employee who has committed a sex crime victimizing a child or children shall be deemed to be for cause and shall not be subject to the grievance and arbitration procedure of this Article 7. The written grievance then may be processed through subsequent steps.

Section 7.4. Union Versus Company and Company Versus Union Grievances

In the case of any grievance which the Union may have against the

Company or the Company may have against the Union, the processing of such grievance shall begin with Step 3 and shall be limited to matters dealing with the interpretation or application of terms of this Agreement. Such grievance shall be submitted in writing to the designated representative of the Company or the designated representative of the Union, and shall contain the following:

- A. Statement of the grievance setting forth the facts upon which the grievance is based.
- B. Reference to the section or sections of the Agreement alleged to have been violated.
- C. The correction sought. The grievance shall be signed by the designated representative of the Union or the designated representative of the Company. If no settlement is reached within ten (10) workdays (unless mutually extended) from the submission of the grievance to the designated representative of the Company or the designated representative of the Union, as the case may be, both shall sign the grievance and indicate that it has been discussed and reconsidered by them and that no settlement has been reached. Within ten (10) workdays thereafter either party may in writing request that the matter be submitted to an arbiter for a prompt hearing as hereinafter provided in Sections 7.6 to 7.9, inclusive.

Section 7.5. Retroactive Compensation

Grievance claims involving retroactive compensation shall be limited to **ninety (90)** ~~thirty (30)~~ calendar days prior to the written submission of the grievance to Company representatives, provided, however, that this **ninety (90)** ~~thirty (30)~~ day limitation may be waived by mutual consent of the parties.

Section 7.6. Selection of Arbiter - By Agreement

In regard to each case reaching Step 4, the parties will attempt to agree on an arbiter to hear and decide the particular case. If the parties are unable to agree to an arbiter within ten (10) workdays after submission of the written request for arbitration, the provisions of Section 7.7 Selection of Arbiter - From Arbitration Panel shall apply to the selection of an arbiter.

Section 7.7. Selection of Arbiter - From Arbitration Panel

Immediately following execution of this Agreement the parties will proceed to compile a list and agree upon one (1) permanent panel of arbiters, for life of the agreement. Each panel shall be comprised of five (5) arbiters and, insofar as practicable, the arbiters on each panel shall be located in the general vicinity of the location identified with the title of their panel. If a case reaches Step 4, and the parties are unable to agree to an arbiter within the time limit specified in Section 7.6, the case shall be heard and settled by an arbiter on the panel geographically identified with the grievance, if available. An available arbiter is one who is available to conduct a hearing within sixty (60) days (unless mutually extended) after expiration of the time limit specified in Section 7.6. Assignment of cases to arbiters on each panel shall be rotated in the alphabetical order of the last names of those available on the panel.

Section 7.8. Procedure Where Permanent Panel Arbiter Not Available

In the event, as to any case, that there is no available arbiter on the applicable Permanent Panel, the parties shall jointly request the American Arbitration Association to submit a panel of seven (7) arbiters. Such request shall state the general nature of the case and ask that the nominees be qualified to handle the type of cases involved. When notification of the names of the panel of seven (7) arbiters is received, the parties in turn shall have the right to strike a name from the panel until only one (1) name remains. The remaining person shall be the arbiter. The right to strike the first name from the panel shall be determined by lot.

Section 7.9. Arbitration - Rules of Procedure

Arbitration pursuant to Step 4 shall be conducted in accordance with the following:

- A. The arbiter shall hear and accept pertinent evidence submitted by both parties and shall be empowered to request such data as he deems pertinent to the grievance and shall render a decision in writing to both parties within fifteen (15) days (unless mutually extended) of the completion of the hearing.
- B. The arbiter shall be authorized to rule and issue a decision in writing on the issue presented for arbitration, which decision shall be final and binding on both parties.
- C. The arbiter shall rule only on the basis of information presented in the hearing before him and shall refuse to receive any information after the hearing except when there is mutual agreement, in the presence of both parties.
- D. Each party to the proceedings may call such witnesses as may be necessary in the order in which their testimony is to be heard. Such testimony shall be limited to the matters set forth in the written statement of grievance. The arguments of the parties may be supported by oral comment and rebuttal. Either or both parties may submit written briefs within a time period mutually agreed

upon. Such arguments of the parties, whether oral or written, shall be confined to and directed at the matters set forth in the grievance.

- E. Each party shall pay any compensation and expenses relating to its own witnesses or representatives.
- F. The Company and the Union shall, by mutual consent, fix the amount of compensation to be paid for the services of the arbiter. The Union or the Company, whichever is ruled against by the arbiter, shall pay the compensation of the arbiter including his necessary expenses.
- G. The total cost of the stenographic record (if requested) will be paid by the party requesting it. If the other party also requests a copy, that party will pay one-half of the stenographic costs.

Section 7.10. Extension of Time Limits by Agreement

Time limits designated in this Article 7 for processing grievances and for bringing a matter to arbitration may only be extended by mutual written consent.

Section 7.11. Agreement Not to be Altered

In arriving at any settlement or decision under the provisions of this Article 7, neither the parties nor the arbiter shall have the authority to alter this Agreement in whole or in part.

Section 7.12. Conferences During Working Hours

All conferences resulting from the application of provisions contained in this Article 7 shall be held during working hours.

Section 7.13. Business Representative, When Not Available, May Authorize Designee

For any period that the Business Representative is unavailable to serve in that capacity under this Article 7, he may designate an accredited Steward or another accredited Business Representative to act for him, as his designee. As to each such period of unavailability, authorization of the designee will be accomplished by the Business Representative informing the appropriate Company

Representative of the expected period of the Business Representative's unavailability and naming the designee. When the Business Representative again is available to perform his duties under this Article 7, he shall promptly notify the Company representative of the fact and such notice will terminate the period during which the designee is authorized to act.

Section 7.14. Signing Grievance Does Not Concede Arbitrable Issue

The signing of any grievance by any employee or representative either of the Company or of the Union shall not be construed by either party as a concession or agreement that the grievance constitutes an arbitrable issue, that other claims or defenses may not be raised, or that the grievance is properly subject to the grievance machinery under the terms of this Article 7.

Section 7.15. Union Jurisdictional Claims

Union jurisdictional claims arising under the provisions of Section 1.1 of this Agreement, shall be handled pursuant to the provisions of Section 7.4 and Sections 7.6 through 7.14, inclusive, except that the following requirements shall apply:

- A. The written statement of grievance shall identify the job involved, state the Union's contention or contentions in detail, and shall contain a detailed statement of the reasons for the position taken by the Union.

- B. If the Company and the Union are unable to agree upon the contents and scope of the record to be presented to the arbiter, either party may present to the arbiter whatever evidence, testimony and written argument it deems relevant to the question to be submitted to the arbiter. A written summary of such evidence, testimony and written argument will be submitted to the other side at least ten (10) days in advance of the hearing.
- C. If the parties are unable to agree upon the question that is to be submitted to the arbiter for decision, the question to be submitted to, and answered by, the arbiter shall be: "On the basis of the evidence, information, and arguments submitted by the parties in reference to the Union's contention in this case, is the Company violating Article 1, Section 1.1.?"
- D. The arbiter shall answer the question submitted to him under Section 7.15(c) or the agreed statement of the issue presented by both parties. The arbiter's answer shall either be in the affirmative or the negative. The arbiter shall confine the proceedings before him to the questions presented to him in accordance with this Section 7.15 and he shall not have authority to specify any change in a job or any change in the work assignments under a job or the creation of a new job or any other remedy or type of award.
- E. If the arbiter's answer sustains the Union's contention, the Company shall, within thirty (30) days (or any longer period to which the parties may mutually agree) after receiving the arbiter's decision, take whatever corrective action is necessary to eliminate the basis for the Union's jurisdictional claim in the particular case.

Any resolution of any claim or controversy under Section 1.1, whether by mutual agreement or by arbitration, that requires corrective action on the part of the Company shall be prospective in effect from the date of the corrective action taken by the Company.

Section 7.16. Steward-Manager Training

Within the first six (6) months of the contract, joint Union-Company training will be provided to Stewards and 1st level Managers on grievance investigation and resolution, and should continue for all future Stewards and new Managers.

ARTICLE 8

LEAVES OF ABSENCE, BEREAVEMENT, JURY/WITNESS DUTY

Section 8.1. Authorized Leaves of Absence

Leaves of Absence will be granted in accordance with the Family and Medical Leave Act (FMLA) and the Spirit AeroSystems, Inc. local policy. ~~Employees are required to use available vacation/sick leave concurrently with their FMLA absence. In such cases, all employees shall be entitled to retain up to eighty (80) hours of vacation.~~ Falsification or misrepresentation of facts in connection with a FMLA request shall be cause for discharge. ~~Where practical, a request for a leave of absence should be made in writing to the company five (5) working days prior to the beginning of the leave.~~

Section 8.2. Leave of Absence Condition

An employee accepting other employment or engaged in business for himself while on leave of absence shall be deemed to have voluntarily resigned from the company.

Section 8.3. Military Leave of Absence

An employee who is a member of a reserve component of the United States Armed Forces or a State's National Guard, who is absent due to required active annual training duty or temporary special services

duty, shall be paid Base Rate plus shift premiums and cost of living adjustment where applicable, up to a maximum of ten (10) workdays each calendar year. An employee who, because of schedule adjustments by the reserve component, receives orders to report for two (2) training periods in one (1) calendar year may receive time off with pay in excess of the ten (10)-day annual maximum provided that the total time off with pay does not exceed twenty (20) workdays in a two (2) consecutive year period (either current and previous calendar years or current and following calendar years) and the employee was a member of the reserve component during both of the applicable consecutive years. Employees with military orders to serve additional days of duty will be placed on unpaid authorized leave of absence. The amount due the employee under this Section shall be reduced by the amount received from the government body identified with such training duty or services, for the period of such duty (up to the maximum period mentioned above). Such items as subsistence, uniform and travel allowance shall not be included in determining pay received from state or federal government.

Section 8.4. Bereavement Leave

Up to three (3) days bereavement leave with pay will be granted to an employee on the active payroll who, because of death in his immediate family, takes time off from work during his normal work schedule as such term is defined in Section 6.1 of this Agreement. Such pay shall be at the employee's straight time base rate, including shift differential and cost of living adjustment where applicable for each such day off; however, such pay will not be applicable if the employee receives pay for such days off under any other provision of this Agreement. Bereavement leave does not need to be taken consecutively but must be taken as selected by the employee within twenty (20) calendar days following the death (or evidence of belated notification of death), **unless unforeseen circumstances delay funeral/memorial services beyond the 20 days**. For the purposes of this Section 8.4 the "immediate family" is defined as follows: spouse, mother, father, mother-in-law, father-in-law, children, brother, sister, **brother-in-law, sister-in-law**, son-in-law, daughter-in-law, great-grandparents, grandparents, grandchildren, stepmother, stepfather, stepchildren, stepbrother, stepsister, half brother, half sister, spouse's grandparents, same gender domestic partner, step-grandparents and spouse's step-grandparents. In addition, an employee will be granted bereavement leave for a stillborn child if the employee provides a certificate of fetal death, which has been certified by the attending physician.

Section 8.5. Jury/Witness Duty

An employee absent from work due to (1) required jury duty (including grand jury duty), (2) to testify as a witness for the Company, (3) to respond to a subpoena to appear as a witness in any legal proceeding, (4) to appear at an arbitration resulting from the referral, by a court, for a lawsuit that has been filed with the court (excluding arbitration pursuant to a Collective Bargaining Agreement or other contractual provisions) or (5) to respond to a subpoena to appear for a deposition will be paid for such lost hours at his current straight time rate, including any applicable cost of living adjustment, up to a maximum of eight (8) hours per day, for each regular work day of required jury or witness duty. Employees will be excused from their scheduled shift for each day they serve. **Employees on an alternative work schedule will receive pay for their scheduled hours (10 or 12 hours per day) provided that they are scheduled for that day.**

~~Second and third shift employees or employees assigned to variable work schedules summoned to jury or witness duty will be temporarily assigned to first shift on a regular work week schedule on a weekly basis during the time required to serve.~~ Fees received for jury or witness duty will not be deducted from such pay. To be eligible for time off with pay, the employee must furnish a copy of this summons or subpoena

to management, before the appearance, to indicate that the absence from work is necessary to appear for a jury duty or to serve as a witness. In addition, management may require verification of such appearance. An employee is not entitled to pay under this Section 8.5 in circumstances where the employee (1) is called as a witness against the Company or its interests; or (2) is called as a witness on his own behalf in an action in which he is a party; or (3) voluntarily seeks to testify as a witness; or (4) is a witness in a case arising from or related to his outside employment or outside business activities; or (5) is subpoenaed as a witness while on leave of absence except when serving as a Company witness. **In such circumstances, the employee's absence will be excused (not paid), provided the employee furnishes a copy of the relevant summons or subpoena to management before the appearance to indicate the absence is necessary to appear as a witness.**

Section 8.6. Return from Leave of Absence

- A. Where an employee returns from leave of absence that was granted due to industrial injury or illness and he is medically able to perform the job which he last held, he will be returned to it provided it does not conflict with seniority.
- B. If leave was granted due to non-industrial injury or illness and the period of leave is less than one year, the employee will be returned to their last job held providing it does not conflict with seniority.
- C. If leave was granted due to non-industrial injury or illness and the period of leave is in excess of one (1) year but less than three (3) years, the employee may be returned to the job title which the employee last held provided there is an opening in such job title and the employee's placement is not inconsistent with Article 9; otherwise, the employee may be placed on layoff.
- D. If leave was granted to accept a full-time position with the Union, the employee will be returned to the job which he last held if such job is then populated; if such job is not then populated he will be returned to one of equal level.

Section 8.7. Reinstatement Following a Medical Termination

- A. If an employee has been terminated because of medical limitations, resulting from an industrial illness or injury, that cannot be reasonably accommodated, the Company will reinstate the employee provided the following conditions are met:
 - 1. Within sixty (60) months of the employee's termination, the employee's medical limitations change to a degree that the employee can perform the essential functions of the job, with or without a reasonable accommodation, from which the employee was terminated; and
 - 2. The employee's seniority will hold.
- B. If reinstated, under Section 8.7.A. the employee's seniority will be restored.
- C. If within twelve (12) months of the employee being reinstated, the employee's work restrictions, that relate to the previous industrial injury or illness, again prevent the employee from performing the essential functions of the employee's job, with or without a reasonable accommodation, and the employee is once more terminated, the employee will lose all seniority and will not be eligible for reinstatement pursuant to this section. The employee would still be eligible for rehire consideration.

Section 8.8 Leave for Holding Elected Political Position

An employee will be granted an unpaid leave of absence when requested while holding a full time political office.

ARTICLE 9 SENIORITY

Section 9.1. Accumulation of Seniority

The seniority of an individual at any time (subject to the other Sections of this Article 9) shall be:

- A. The amount of seniority the individual had immediately prior to the effective date of the Agreement, calculated in accordance with the collective bargaining agreement between the parties dated June 25, 2005; plus
- B. The time after such effective date that the individual is on the active payroll of the Company within any bargaining unit to which this Agreement relates; plus
 1. employees temporarily promoted to management payroll or promoted to individual contributors payroll for purposes of staffing a joint program (such employees to continue to accrue seniority in accordance with Section 9.1(B) above); plus
 2. time lost by reason of industrial injury, industrial illness, or jury duty; plus
 3. time on leave of absence granted for the purpose of serving in the Armed Forces of the United States; plus
 4. time spent on authorized leave of absence for Union business; plus
 5. time spent on leave of absence granted by the Company for the purpose of permitting an employee to engage in activities requested by the Company; plus
 6. time spent on authorized leave of absence granted because of pregnancy or to cover periods of non-industrial injury or illness, not to exceed one (1) year during any such period; plus
 7. the first ninety (90) days of any other authorized leave of absence; plus
 8. time on disability retirement from any such unit provided the employee qualifies to return to the active payroll; plus
 9. time on layoff from any such unit not to exceed, in each instance:
 1. a period of six (6) years for employees with five (5) or more years of seniority at time of layoff (less time on leave under Subparagraphs 9.1(B)(6.) and 9.1(B)(7.) where such leave immediately precedes such layoff);
 2. a period of five (5) years for employees with three (3) or more but less than five (5) years seniority at time of layoff (less time on leave under Subparagraphs 9.1(B)(6.) and 9.1(B)(7.) where such leave immediately precedes such layoff);
 3. a period of three (3) years for employees with one (1) or more years but less than three (3) years seniority at time of layoff (less time on leave under Subparagraphs 9.1(B)(6.) and 9.1(B)(7.) where such leave immediately precedes such layoff);
 4. a period of one (1) year for employees with less than one (1) year seniority at time of layoff (less time on leave under Subparagraphs 9.1(B)(6.) and 9.1(B)(7.) where such leave immediately precedes such layoff).

Section 9.2. Loss of Seniority

An individual shall lose seniority rights for the following reasons:

- A. Voluntary Resignation.

- B. Resignation. An individual who, while on leave of absence, engages in other employment or fails to report for work or to obtain renewal of his leave on or before its expiration, will be considered as having resigned.
- C. Discharge for cause.
- D. Failure to respond with his acceptance within seven (7) regular workdays after dispatch by certified mail, return receipt requested, of a recall from layoff unless such period is extended by the Company if such recall is to a job that he must accept under the applicable provisions of Article 9 or lose seniority. However, if such an employee, who otherwise would retain his seniority except for the provisions of this Section 9.2(D.), contacts the Company in writing within thirty (30) calendar days of his seniority loss, his seniority will be reinstated and he will be placed on the roster in seniority order for prospective purposes.
- E. Failure to report for work within five (5) workdays after acceptance or on such later date as may be designated by the Company.
- F. Retirement (excludes those employees on disability retirement who may qualify to return to the active payroll).
- G. Any employee of the Company outside of a collective bargaining unit covered by this Agreement who is discharged or quits shall be considered a new hire without seniority if subsequently employed within the bargaining unit.

Section 9.3. Reinstatement of Seniority Lost by Reason of Duration of Layoff

An employee laid off by Boeing on or after October 4, 1980 but before the effective date, upon re-employment by the Company, have that seniority reinstated if the employee returns to the active payroll and his period of separation from the active payroll does not exceed the amount of seniority he had at the date of his layoff, plus the amount of seniority he accumulated under the applicable provisions of all Collective Bargaining Agreements between the parties and between the IAM and Boeing beginning October 4, 1980 and thereafter.

Section 9.4. Nature of Seniority Rights

Seniority rights are those specified by effective written agreement and shall not be deemed to exist independently of such agreement.

Section 9.5. Transfer to Management, Workplace Coach, or Operational Support Specialist.

The Company may transfer or promote employees from the collective bargaining unit covered by this Agreement to **positions in management over bargaining unit employees, workplace coach positions or to Operational Support Specialist positions outside of the bargaining unit.**~~the management (supervisory) payroll.~~ An employee, who has been or will be transferred from a job classification covered by this Agreement to a position within ~~Management~~ **management over bargaining unit employees, workplace coach position, or Operational Support Specialist position outside of the bargaining unit, will have his seniority frozen** and will retain and accumulate his previous seniority for five (5) years and will resume accumulating such seniority in case he returns to the bargaining unit. An employee returning from ~~the active management (supervisory) payroll of the Company, and who is accumulating seniority or who has accumulated seniority in accordance with Section 9.1~~ **a position in management over bargaining unit employees, or from either a workplace coach position or from an Operational Support Specialist position** will be returned to the job last held (if populated) or another job of the same

labor level. In exceptional cases, he may be returned to a higher labor level in the same job classification as the job he last held, but such exception shall require concurrence by the Union.

Section 9.6. Elected/Appointed to Union Office

An employee covered by this Agreement who is elected or appointed to one of the following Union Offices: President, Business Representative, In-Plant Representative, or other full time staff member, or becomes a Representative of the Grand Lodge shall be granted a leave of absence to serve in such office full time and will retain previous seniority and accumulate seniority while serving in these positions, for the purpose of reemployment and benefit eligibility and accrual levels, provided he notifies the Company of his intent to return to the bargaining unit at least ten (10) calendar days in advance of such intended return. Upon return from leave of absence, the employee will be eligible to utilize any unused ~~sick leave and vacation~~ ETO accruals accumulated by the employee at the time of his appointment to the Union position. Not more than fifteen (15) such leaves of absence may be in effect at one time.

Section 9.7. Employees on Overseas Assignment

Employees on overseas assignment who perform production work will continue to accumulate seniority during such period of assignment without regard to their payroll classification while on such assignment. If such an employee, at the time of such assignment, had on file with the Company an effective authorization for Union dues deduction, the Company will continue to make such Union dues deductions during such period, and the Union agrees to save the Company harmless from any claim for damages on the part of any employee so affected.

Section 9.8. Probationary Period

Employees hired after the effective date that do not have Boeing job rights (defined as having Category A rights as of June 17, 2005), may be terminated within the first sixty (60) days for any reason deemed appropriate by management. **The Company may extend an employee's probationary period by up to 60 days with the concurrence of the Union's Business Representatives. Such concurrence shall not be unreasonably withheld.** The Company will attempt to assign a common set of tasks to the employee during this probationary period to enable the employee to familiarize him or herself with the job requirements.

ARTICLE 10 HOLIDAYS

Section 10.1. Dates Observed

There will be twelve (12) scheduled **and one (1) floating** paid holidays -each calendar year. **In order to be eligible to receive a floating paid holiday, an employee must be on the active payroll on January 1 of the year in which it is granted. This floating holiday will not be rolled over for usage in the following calendar year, and is not eligible for payout on an annual basis or upon separation from the company. Employees will be required to schedule their floating holiday prior to the day of usage. This time must be taken as an entire day and cannot be taken in increments.**

The following holidays shall be observed by the Company for the purpose set forth in this Article:

2023 Holidays	Day of Week	Date of Observance
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Independence Day	Tuesday	July 4, 2023
Labor Day	Monday	September 4, 2023
Thanksgiving Day	Thursday	November 23, 2023
Day following Thanksgiving	Friday	November 24, 2023
Christmas Break	Friday	December 22, 2023
Christmas Day	Monday	December 25, 2023
Christmas Break	Tuesday	December 26, 2023
Christmas Break	Wednesday	December 27, 2023
Christmas Break	Thursday	December 28, 2023
Christmas Break	Friday	December 29, 2023

2024 Holidays	Day of Week	Date of Observance
New Year's Day	Monday	January 1, 2024
Memorial Day	Monday	May 27, 2024
Independence Day	Thursday	July 4, 2024
Labor Day	Monday	September 2, 2024
Thanksgiving Day	Thursday	November 28, 2024
Day following Thanksgiving	Friday	November 29, 2024
Christmas Break	Tuesday	December 24, 2024
Christmas Day	Wednesday	December 25, 2024
Christmas Break	Thursday	December 26, 2024
Christmas Break	Friday	December 27, 2024
Christmas Break	Monday	December 30, 2024
Christmas Break	Tuesday	December 31, 2024

2025 Holidays	Day of Week	Date of Observance
New Year's Day	Wednesday	January 1, 2025
Memorial Day	Monday	May 26, 2025
Independence Day	Friday	July 4, 2025

Labor Day	Monday	September 1, 2025
Thanksgiving Day	Thursday	November 27, 2025
Day following Thanksgiving	Friday	November 28, 2025
Christmas Break	Wednesday	December 24, 2025
Christmas Day	Thursday	December 25, 2025
Christmas Break	Friday	December 26, 2025
Christmas Break	Monday	December 29, 2025
Christmas Break	Tuesday	December 30, 2025
Christmas Break	Wednesday	December 31, 2025

2026 Holidays	Day of Week	Date of Observance
New Year's Day	Thursday	January 1, 2026
Memorial Day	Monday	May 25, 2026
Independence Day	Friday	July 3, 2026
Labor Day	Monday	September 7, 2026
Thanksgiving Day	Thursday	November 26, 2026
Day following Thanksgiving	Friday	November 27, 2026
Christmas Break	Thursday	December 24, 2026
Christmas Day	Friday	December 25, 2026
Christmas Break	Monday	December 28, 2026
Christmas Break	Tuesday	December 29, 2026
Christmas Break	Wednesday	December 30, 2026
Christmas Break	Thursday	December 31, 2026

2027 Holidays	Day of Week	Date of Observance
New Year's Day	Friday	January 1, 2027
Memorial Day	Monday	May 31, 2027

Section 10.2. Unworked Holidays

Employees shall receive eight (8) hours pay for unworked holidays (those holidays designated above), at their base rate in effect at the time the holiday occurs, plus applicable shift differential and Cost of Living Adjustment, if, on the holiday, they are on the active payroll, including those on approved leave of absence for not longer than ninety (90) calendar days. Employees not on leave of absence who take leave without pay (LWOP) at the time the holiday occurs shall be eligible for holiday pay.

Section 10.3. Worked Holidays

Employees who are required to work on the above named holidays shall receive the pay due them for the holiday, plus double their base rate for all hours worked on such holiday, plus shift differential and Cost of Living Adjustment, if applicable, unless the employee starts to work at 10:00 P.M., or thereafter on that day.

Section 10.4. Holidays During Vacation

Should a holiday occur while an employee is on vacation, the employee shall be allowed to take one (1) extra day of vacation with pay in lieu of the holiday as such.

Section 10.5. Employees on Non-Regular Workweek

For those employees who regularly work on Saturday and/or Sunday, receiving two (2) consecutive days off during the week, the two (2) days off shall be treated as "Saturday" and "Sunday," in that order, for the purposes of this Article 10. Should any of the holidays observed by the Company occur on such a "Sunday," the following day shall be considered as a holiday for such employees. Should any of the holidays observed by the Company occur on such a "Saturday," the preceding day shall be considered as a holiday for such employees.

Section 10.6. Employees on Third Shift

Those employees who are assigned to work on third shift shall observe holidays in accordance with Sections 10.1 through 10.6 except when Independence Day falls on a Tuesday, Wednesday or a Thursday. When this occurs, they shall observe the Independence Day holiday on the fifth of July.

ARTICLE 11

~~VACATION AND SICK LEAVE—EARNED TIME OFF~~

Section 11.1. Computation of Credit

A. All current vacation and sick leave balances shall be converted to earned time off (“ETO”) balances and the provisions of this Article 11 will be implemented as soon as administratively practicable following the effective date of this agreement.

B. All earned time off must be approved in advance by one’s supervisor excluding illnesses. The amount of earned time off depends on the amount of seniority. Subject the exception for new employees in subsection (F) below, ETO will be accrued per pay period in accordance with the following schedule:

Seniority	Accrual Rate
< 5 years	1 hour of ETO for each 17.00 hours worked
5 – 10 years	1 hour of ETO for each 14.55 hours worked
10 – 15 years	1 hour of ETO for each 11.80 hours worked
15 – 20 years	1 hour of ETO for each 10.90 hours worked
20 – 25	1 hour of ETO for each 10.00 hours worked
> 25	1 hour of ETO for each 9.10 hours worked

C. Each hour worked on third shift shall be increased, at the ratio of eight (8) to six and one-half (6-1/2) for the purpose of computing credit.

D. Total credit for any pay period will be computed to the nearest tenth of an hour.

E. All hours for which an employee is paid will be counted as hours worked in the computation of credit and hours worked at premium rates shall be counted as straight time hours in such computation.

F. New employees will receive an advance of 40 hours of ETO credit immediately upon completion of their probationary periods. Therefore, new employees will not begin accruing ETO credit based upon the schedule above until they have worked 680 hours in their first year.

Section 11.2. Unused Credit

If any employee does not use all or part of their ETO, the unused balance of ETO will continue to accrue from year to year. At the employee's discretion, employees may choose to receive pay in exchange for unused ETO. The employee must request to be paid for any unused ETO ten or more working days before the date upon which they wish to exchange their ETO. Payments will be made on the first full pay period following the selected exchange date. On any anniversary of an employee's seniority date, an employee shall not be permitted to carry forward more than the maximum number of ETO hours listed below:

Seniority	Maximum ETO hours
< 5 years	244
5 – 10 years	286
10 – 15 years	352
15 – 20 years	380

20 – 25	416
> 25	456

If an employee has more than the maximum allowed ETO hours on the anniversary of their seniority date, the employee will be paid for the excess accrued and unused ETO. All payments in lieu of ETO shall be made at the employee’s Base Rate in effect at the time the ETO is exchanged, including shift premium where applicable.

Section 11.3. Effect of Termination

Upon termination of an employee’s employment for any reason, such employee shall receive pay in lieu of his hours of ETO credit earned and unused up to and including the effective date of his termination of employment.

~~Section 11.1. General Description of Credit~~

~~Upon reaching his first eligibility date with the Company and during each succeeding year, an employee subject to this Agreement shall be credited with a certain number of hours of credit for the purposes of this Article 11, based upon hours worked during his first year of service and each succeeding year, such credit to be earned and used as designated in this Article 11.~~

~~Section 11.2. Computation of Credit~~

~~The credit to which an employee shall be entitled on his first eligibility date, and at any time thereafter, shall be computed in accordance with the following rules:~~

- ~~A. An employee with less than five (5) years of seniority will earn one (1) hour credit for each seventeen (17) hours worked.~~
- ~~B. An employee with five (5) or more but less than ten (10) years of seniority will earn one (1) hour credit for each sixteen (16) hours worked.~~
- ~~C. An employee with ten (10) or more but less than fifteen (15) years of seniority will earn one (1) hour credit for each thirteen (13) hours worked.~~
- ~~D. An employee with fifteen (15) or more but less than twenty (20) years of seniority will earn one (1) hour credit for each twelve (12) hours worked.~~
- ~~E. An employee with twenty (20) or more but less than twenty-five (25) years of seniority will earn one (1) hour credit for each eleven (11) hours worked.~~
- ~~F. An employee with twenty-five (25) or more years of seniority will earn one (1) hour credit for each ten (10) hours worked.~~
- ~~G. Seniority shall be the seniority as defined in Article 9.~~
- ~~H. Each hour worked on third shift shall be increased, at the ratio of eight (8) to six and one-half (6-1/2) for the purpose of computing credit.~~
- ~~I. Total credit for any period of service will be computed to the nearest tenth of an hour.~~
- ~~J. All hours for which an employee is paid will be counted as hours worked in the computation of credit and hours worked at premium rates shall be counted as straight time hours in such computation.~~

Section 11.3. Eligibility to Use Credit

Eligibility for use of credit shall be determined as follows:

- ~~A. An employee becomes eligible to use his credit as provided in Section 11.4 after reaching his first eligibility date, except as provided in Subparagraph 11.4(C)(2).~~
- ~~B. The eligibility date of an employee newly hired or hired after termination of employment shall occur on the anniversary date of such hire.~~
- ~~C. An employee who had established an eligibility date prior to the effective date of this Agreement will retain such eligibility date so long as he remains in the continuous service of the Company.~~
- ~~D. Time on layoff and time on authorized leave of absence will be considered as continuous service for the purpose of establishing and retaining eligibility dates.~~

Section 11.4. Use of Credit

Credit earned by any employee is to be used as follows:

- ~~A. Allocation of Portion of Credit to Sick Leave Credit and to Vacation Credit. The first forty (40) hours credited on an employee's first eligibility date and thereafter as earned during each succeeding year of service shall be allocated to the employee's Sick Leave Credit. The number of such hours that at any time are earned and unused shall be referred to as the employee's Sick Leave Credit.~~

~~All hours credited on an employee's first eligibility date and as earned during each succeeding year of service, in excess of the number of hours to be allocated to the employee's Sick Leave Credit as aforesaid, shall be referred to as the employee's Vacation Credit.~~

- ~~B. Use of Vacation Credit as Vacation With Pay or Sick Leave.~~
 - ~~Between eligibility dates, an employee shall use his unused Vacation Credit accumulated in the twelve (12) month period preceding his last eligibility date as vacation with pay at the rate in effect for each day of the vacation period, including shift differential, if applicable, subject to the following conditions: 1. He shall request vacation dates on forms provided by the Company and the Company will endeavor to schedule his vacation as requested. Generally, Vacation Credit will be used in units of eight (8) hours; however, Credit may be used in one tenth (.10) increments to cover partial days of absence, subject to advance approval by the employee's supervisor.~~
 - ~~2. In instances where Company management believes the awarding of vacations as requested would interfere seriously with production requirements, the scheduling of vacations shall be as near to the dates requested as possible.~~
 - ~~3. In scheduling vacations, the Company will attempt to meet its production requirements by use of employees on a voluntary basis and, failing in this, the seniors will be given their preference of available vacation dates when request is made thirty (30) or more days prior to the vacation dates requested to the extent established vacation schedules will permit.~~
 - ~~4. In the event an employee is temporarily laid off as provided in Section 16.4 or is on approved leave of absence, he may elect to take his vacation with pay, to the extent of his eligibility, during such layoff or leave.~~
 - ~~5. If an employee's Sick Leave Credit is exhausted, management may approve on a case by case basis an employee's request to use Vacation Credit as sick leave for legitimate reasons for absence under the same conditions as set forth in Subparagraph 11.4(C)(1). Such approval will not~~

be unreasonably denied; however, requests will not normally be approved if the employee is then under a Disciplinary Memo for attendance.

C. Use of Sick Leave Credit as Sick Leave. Sick Leave Credit may be used as follows:

1. General.

Between eligibility dates, an employee, including an employee on a leave of absence, may, at his option, use any part or all of his Sick Leave Credit as sick leave providing: (A) the employee is partially or wholly incapacitated by actual illness or injury on the days taken as sick leave, (B) an illness in the employee's immediate family requires the employee's presence or (C) the employee has a medical or dental appointment which can be scheduled only during working hours. The employee shall be paid for absence charged to sick leave and shall not be penalized for such absence providing the nature of the absence and anticipated length of absence is reported to his organization on the first day of such absence, or as soon thereafter as reasonably possible. As to possible rights after exhaustion of Sick Leave Credit, see Section 11.4(B.5).

2. Prior to First Eligibility Date.

Prior to his first eligibility date an employee may use in accordance with Subparagraph 11.4.A., accumulated Sick Leave Credits anticipated to be allocated on his first eligibility date. Use of such credits will be considered to be an advance from the employees' Sick Leave Credits due on his first eligibility date and will reduce such allocation accordingly. Should the employee terminate for any reason other than layoff prior to completion of his first year of service, sick leave payment made to the employee may be deducted from the employee's final paycheck and any remaining amounts will be due the Company. D. Unused Vacation Credit.

It is the intent of the parties that employees shall be required to use Vacation Credit as vacation. However, where an employee does not use all or part of such Vacation Credit as vacation with pay during the year between vacation eligibility dates, the unused balance of vacation will be rolled over on the employee's next eligibility date, unless ten (10) or more working

days before the employee's eligibility date, the employee requests in writing to be paid for any unused Vacation Credit. Vacation credits so carried over must be used during the next eligibility year. If not used within the following eligibility year, the employee will be paid for the unused Vacation Credit at his next eligibility date. All payments in lieu of vacations shall be made at the employee's rate in effect on the employee's current vacation eligibility date, including shift differential where applicable.

E. Unused Sick Leave Credit.

An employee who, on any eligibility date, has more than forty (40) unused hours in his Sick Leave Credit, less the number of leave without pay hours taken during the eligibility year, will receive pay in lieu of those hours over forty (40) in accordance

with the following table:

Hours of Unused Sick Leave Credit in Excess of 40 (Less Leave Without Pay Hours)	Percentage Payment
40 hours	160%
36 to 40 hours	150%
32 to 36 hours	140%
28 to 32 hours	130%
24 to 28 hours	120%
20 to 24 hours	110%
less than 20	100%

Such payments shall be made at the employee's rate in effect on that eligibility date, including shift differential where applicable. Notwithstanding the above, there will be no deduction for leave without pay hours taken for the following reasons: departure from work for Union business pursuant to Section 3.7; temporary layoff pursuant to Section 16.4; or emergency plant closure.

F. Effect of Termination.

Upon termination of an employee's employment for any reason on or after any eligibility date, such employee shall receive pay in lieu of his hours of Vacation Credit and Sick Leave Credit earned and unused up to and including the effective date of his termination of employment. For the purposes of this Section 11.4(F) only, an employee shall be deemed to have terminated

~~on or after his first eligibility date if he worked on his last scheduled workday prior to that eligibility date. G. Effect of Military Service on Credit.~~

~~Any employee who leaves to enter military service shall receive pay in lieu of his hours of Vacation Credit and Sick Leave Credit earned and unused up to the effective date of termination irrespective of whether he has been employed until his eligibility date. Such payment will be made when the employee furnishes proof, satisfactory to the Company, of his entry into military service within sixty (60) days after termination and without intervening employment elsewhere. H. Effect of Layoff on Credit.~~

~~Any employee who is laid off (on other than a temporary layoff of twenty one (21) calendar days or less) shall receive pay in lieu of all of his hours of Vacation Credit and Sick Leave Credit earned and unused up to the effective date of layoff irrespective of whether he has been employed until his eligibility date. Employees temporarily laid off shall not receive pay in lieu of unused Credit.~~

~~I. Use of Credit in Lieu of Working Short Workweek.~~

~~In the event the Company deems it advisable to work an employee on a short workweek as provided in Article 6, Section 6.1(B) the employee may:~~

- ~~1. elect against working the short workweek in which case he may apply for and use his unused Credit accumulated in the twelve (12) month period preceding his last eligibility date (to the extent that it is not allocated or required to be allocated to his Sick Leave Credit) as time off with pay at the rate in effect on the day(s) such credit is used, including shift differential if applicable, or~~
- ~~2. elect to work the short workweek and apply for and use such unused Credit as time off with pay for the regular workdays that are not worked in the short workweek, or~~
- ~~3. elect layoff, in which case the provisions of Section 11.4(H) above shall apply.~~

ARTICLE 12
GROUP INSURANCE AND RETIREMENT PLANS
Synopsis of New Benefit Plans for
IAM Represented Employees

The following is a summary of coverage for plans offered.

Benefits will be effective July 1, 2023.

Coordinated Care (Core) Plan (CCP)

You must choose a primary care physician (PCP) who will coordinate your care and refer you to specialist when necessary. Benefits are higher when you obtain care from a CCP network provider. Generally network coverage is provided at 100% after a copay and 60% after the deductible when you do not use a network provider. You will pay a lower office visit copay when you use high performing providers.

Coverage Level	Network Deductible	Out-of-Network Deductible	Network Out-of-Pocket Maximum (excluding deductible) *maximums were introduced after 2010 due to a change in law.	Out-of-Network Out-of-Pocket Maximum (excluding deductible)
Employee	None	\$600	\$5,350	\$1,500
Employee + Spouse	None	\$1,200	\$10,700	\$2,250
Employee + Child (ren)	None	\$1,200	\$10,700	\$2,250
Family	None	\$1,800	\$10,700	\$3,000

CCP Prescription Coverage

Prescription coverage will be available when purchased at a network retail pharmacy or through the mail service program. Your copay amounts for network coverage are shown below:

Network Retail Prescriptions	\$8 copay generic
(30-day supply)	\$15 copay formulary
	\$30 copay non-formulary
Network Mail Service Prescriptions	\$16 copay generic

(90-day supply)	\$30 copay formulary
	\$60 copay non-formulary

Consumer Directed (Enhanced) Health Plan (CDHP)

Under this plan, you will manage your care and how your health care dollars are spent. You may use any provider to receive care but will receive higher benefits (90%) when you use a network provider than when you use an out-of-network provider (60%). The Company will make a contribution to a Personal Care Account (PCA) ranging from \$500 to \$1,500 depending on your coverage level. Unused funds will be carried over to the next year. This plan has a network deductible and an out-of-pocket maximum. See below:

Coverage Level	Network Deductible	Out-of-Network Deductible	Network Out-of-Pocket Maximum (excluding deductible)	Out-of-Network Out-of-Pocket Maximum (excluding deductible)
Employee	\$1,000	\$2,000	\$1,000	\$2,000
Employee + Spouse	\$1,750	\$3,500	\$1,500	\$3,000
Employee + Child (ren)	\$1,750	\$3,500	\$1,500	\$3,000
Family	\$2,500	\$5,000	\$2,000	\$4,000

CDHP Prescription Coverage

Prescription coverage will be available when purchased at a network retail pharmacy or through the mail service program. Your copay amounts for network coverage are shown below:

Network Retail Prescriptions	\$10 copay generic
(30-day supply)	\$20 copay formulary
	\$35 copay non-formulary
Network Mail Service Prescriptions	\$25 copay generic
(90-day supply)	\$50 copay formulary
	\$85 copay non-formulary

Medical Plan Monthly Contributions 7/1/2023 through 6/30/2024

Coverage Level	CCP	CDHP
Employee	\$175.40	\$43.36
Employee + Spouse	\$350.80	\$86.72
Employee + Child(ren)	\$350.80	\$86.72
Family	\$526.20	\$130.06

† To waive coverage, you will be required to show proof of coverage elsewhere.

- Future medical contributions:
 - CCP (Core) Plan –Through the life of the contract the employee premium share will be 20% of the overall medical premium. Any increase to the total cost of the Core plan above 7% annually will be absorbed by the Company.
 - CHDP (Enhanced) Plan – 5% of overall medical premium cost.

Qualified High Deductible Health Plans (currently the Green, Blue, and Orange plans) will be offered on the same terms as for the Company’s management and salaried (non-represented) Wichita full-time workforce. The Company reserves the right to make any changes to these plans deemed necessary. These plans may be modified from time to time for management and salaried (non-represented) employees. If so modified, the same modifications will be made to plans covering individuals covered under this Agreement.

Health Savings Account (HSA)

Qualified High Deductible Health Plans allow employees to elect a Health Savings Account (HSA). HSA accounts fees are paid by the Company in conjunction with an active election of a Company sponsored HSA. Effective with the first pay period after June 30, 2024 the Company shall contribute 70% of the applicable deductible into the employee’s HSA for those who enroll in the Green or Blue Plan. The Orange Plan HSA will be funded the same as the Blue Plan HSA. Effective with the first pay period after June 30, 2026 the Company shall contribute 60% of the applicable deductible into the employee’s HSA for those who enroll in the Green or Blue Plan. The Orange Plan HSA will be funded the same as the Blue Plan HSA. Effective with the first pay period after June 30, 2027 the Company shall contribute 50% of the applicable deductible into the employee’s HSA for those who enroll in the Green or Blue Plan. The Orange Plan HSA will be funded the same as the Blue Plan HSA. Effective with the first pay period of each plan year thereafter, the company shall contribute 50% of the Green or Blue Plan’s applicable deductible into the employee’s HSA. The Orange Plan HSA will be funded the same as the Blue Plan HSA. The Company shall permit employees the ability to make HSA contributions via payroll deduction.

Coordinated Primary Care (CPC) Clinic

The Company will provide employees and members with access to Concierge Primary Care (CPC) services when enrolled in either the Green, Blue, or Orange plan. CPC is an optional health care delivery model structured to improve health outcomes, lower costs, and provide an enhanced patient care experience. Employees who elect to participate in the CPC network plan option and who enroll in a qualified high deductible health plan (Green, Blue, or Orange plan) will receive a 5% reduction in premiums.

The CPC clinic shall charge the lowest reasonable fee for the services and/or Prescriptions provided as permitted by law. Included within the office visit fee are a list of free generic drugs that the CPC doctor can prescribe and fill for applicable diagnoses. The free generic drug list is maintained by CPC staff. This list is subject to change by Ascension Via Christi.

Healthy Spirit Activities

The Healthy Spirit discounts will no longer apply after June 30, 2024.

Two Dental Plan Options Available

Offered through Delta Dental, two options will be available: a dental PPO style and a dental HMO style plan.

Dental Plan Monthly Contributions 7/1/2023 through 6/30/2024

Coverage Level	Dental PPO Preferred	Dental Premier
Employee	\$ 12.40	\$ 3.86
Employee + Spouse	\$ 24.82	\$ 7.72
Employee + Child(ren)	\$ 24.82	\$ 7.72
Family	\$ 37.22	\$ 11.56

Health Care and Dependent Care Spending Accounts

Both a health care and dependent care spending account will be offered. You may contribute from \$250 to the IRS annual maximum annually to a health care spending account and \$250 to the IRS annual maximum for a dependent care account. Use the money to pay for eligible health care or dependent care expenses. Your contributions are made before taxes are taken out of your paycheck. This means you pay no Social Security, federal and in most cases state taxes on this money.

Welfare Coverage

Comprehensive welfare coverage will be offered to provide financial protection for you and your family if you become sick, injured or die.

Welfare Coverage	Paid By	Benefit
Weekly Disability	Company	\$330 per week (\$165 for disabilities covered by worker's compensation); 26 week maximum
Basic Life	Company	\$50,000
Supplemental Life	You	1 to 5 times annual base wage; spouse coverage available at 50% or 100% of your basic life coverage; \$10,000 for each child; evidence of insurability may apply
Basic AD&D	Company	\$40,000; actual payment depends on loss suffered
Supplemental AD&D	You	1 to 5 times annual base wage; spouse coverage available at 50% of your election; 10% of your election for children's coverage
Business Travel Accident ("BTA")	Company	2 times annual base wage; actual payment depends on the loss suffered.
Employee Assistance Plan	Company	Up to 6 in-person or virtual visits per year per issue.

Retirement and Savings

The Company will provide contributions for your participation in the IAM National Pension Fund. You will automatically participate in the IAM National Pension Fund beginning on July 29, 2005. You will accrue a benefit for each year of future service and will be eligible for normal, early, and disability retirement, along with survivor benefits. Benefit accruals are as follows:

2010	2019	(effective July 1)	\$66.08
2011	(effective July 1)	\$68.08	
2012	(effective July 1)	\$70.09	
2013	(effective July 1)	\$72.90	
2014	(effective July 1)	\$74.10	
2015	(effective July 1)	\$76.10	
2016	(effective July 1)	\$77.98	
2017	(effective July 1)	\$79.89	
2018	(effective July 1)	\$81.73	
	(effective July 1)	-	\$83.59
2023	(effective July 1)	-	\$85.46
2024	(effective July 1)	-	\$87.33
2025	(effective July 1)	-	\$89.20
2026	(effective July 1)	-	\$89.20

In addition you have an opportunity to defer on a pre-tax or aftertax basis into the IAM's 401(k) plan.

Information also available at www.iamnpf.org

Retiree Medical

~~For individuals who were employed on June 17, 2005,~~ The Company will offer subsidized retiree medical coverage upon retirement **for those who have been continuously employed since June 17, 2005, are or turn 59 ½ (fifty-nine and a half) during the term of this Agreement, and have at least at age 62 as long as you have 10 years of vesting service. If you elect subsidized medical coverage upon retirement, you will pay the same premiums until you reach age 65 or become medicare eligible due to a disability, that you would have paid as an active employee **in the applicable benefit year**. In addition, "access-only" retiree medical coverage is available to all current and future employees upon retirement at age 55 with 10 years of vesting service **or upon retirement at age 60 with 5 years of vesting service**. Costs for access-only coverage will be fully paid by the retiree, based on the cost of coverage for the retired employee population.**

Active Annual Enrollment

Active or passive annual enrollment is at the discretion of the Company. There are circumstances when the Company is required to have an active annual enrollment, such as when there is a new benefit administration system or update, when there is a new plan or benefit offering(s), when there is a new

Life/AD&D carrier that allows for a true open enrollment.

During active annual enrollments, employees that do not actively elect benefits will be defaulted to the Green plan without CPC at their current coverage level with no HSA employer funding. All other supplemental or voluntary elections will roll over with exception FSA.

	International Association of Machinists and Aerospace Workers Represented Employees (Active)
Savings/401(k) Plan	
Employee Contributions	IAM employees eligible to participate in IAM 401(k) plan.
Company Matching Contributions	The Company will provide to all participating employees a matching contribution of fifty cents for every dollar the employee contributes, up to the first 4% of the employee's gross wages.
Additional Company Contributions	Not applicable
Pay Definition	Per terms of IAM 401(k) plan
Payout Options	Per terms of IAM 401(k) plan
Retirement Plan	
Normal Retirement Benefit	IAM employees participate in IAM National Pension Fund for future service following Closing Date. Spirit AeroSystems, Inc. negotiated contribution rate is as follows: 2019(effective July 1) - \$83.59 2023 (effective July 1) - \$85.46 2024 (effective July 1) - \$87.33 2025 (effective July 1) - \$89.20 2026 (effective July 1) - \$89.20
Early Retirement	See "Retiree Medical" section above.
Medical	
Plan Design	The CCP (Core) Plan and CDHP (Enhanced) Plan will be offered for the life of the contract. See other plan information above.
Employee Cost	CCP (Core) Plan –Through the life of the contract the employee premium share will be 20% of the overall medical premium. Any increase to the total cost of the Core plan above 7% annually will be absorbed by the Company.

	CHDP (Enhanced) Plan – Through the life of the contract the employee premium share will be 5% of the overall medical premium cost.
Contribution to HCRA (FSA) and DCRA	Employees contribute at own discretion up to IRS annual maximums
Dental	
Plan Design	Premier Plan and Preferred Plan— refer to Plan Summary
Employee Cost	Premier Plan — 10% of dental premium cost; Preferred Plan —20% of dental premium
Vision	
Plan Design	Enhanced and Basic Plans will be offered for the life of the contract
Employee Cost	Basic Plan — 20% of vision premium cost; Enhanced Plan —56% of vision premium cost.

Your Coordinated Care (Core) Plan Benefits at a Glance

Coordinated Care (Core) Plan Features	PCP Coordinated	Self-Referral
<p>Choice of providers</p> <p>You're required to select an in-network Primary Care Physician (PCP) who will coordinate your care with other in-network providers</p>	<p>You receive a higher level of benefits when your PCP provides care or refers you for care</p> <p>In-network providers agree to accept the contracted charges they've negotiated with the plan for the services they provide</p>	<p>You may see any licensed provider you choose and receive a lower level of benefits</p> <p>The plan pays benefits based on the allowed amounts negotiated with in-network providers-providers charge only up to the allowed amount they've negotiated with the plan; when you use out-of-network providers, you'll pay the difference if you're charged more than the allowed amount (in addition to your coinsurance or copay)</p>
<p>Annual deductible</p>	<p>None</p>	<p>Before the plan pays benefits for self-referred care, you must meet a:</p> <ul style="list-style-type: none"> \$600 individual deductible; \$1,200 employee and spouse/same gender domestic partner or employee and child(ren) deductible; or \$1,800 family deductible
<p>Benefit-year out-of-pocket maximum (doesn't include annual deductibles, copays)</p>	<p>\$5,350 per individual \$10,700 per employee and spouse/same-gender domestic partner or employee and child(ren) or family</p>	<p>\$1,500 per individual \$2,250 per employee and spouse/same-gender domestic partner or employee and child(ren); \$3,000 per family</p>
<p>Eligible Expenses</p>	<p>What the Coordinated Care (Core) Plan Generally Pays for PCP- Coordinated Care</p>	<p>What the Coordinated Care (Core) Plan Generally Pays for Self-Referral Care (Based on Allowed Amounts)</p>
<p>Ambulance (ground and air services)</p>	<p>100%, with no deductible, after you pay a \$20 copay, for</p>	<p>100%, with no deductible, after you pay a \$20 copay, for emergency services only</p>

	emergency services only	
<i>Chemical dependency treatment—inpatient</i>		
Chemical dependency treatment*	Subject to inpatient benefits	Subject to inpatient benefits
<i>Chemical dependency treatment—outpatient</i>		
Chemical dependency treatment* (includes partial day hospitalization)		
Specialist office visit	100% after you pay a \$20 copay per visit	60% after you pay deductible
PCP office visit	100%, with no deductible, after you pay a \$0 or \$20 copay per visit (lower office visit copay applies when using "high performing" providers, when available; specialist visits always require the higher copay)	Not applicable
Diabetic equipment*	80%, with no deductible; must be purchased from contracting providers and authorized by your PCP	80% after you pay deductible
Diabetic supplies*	100%, with no deductible; must be purchased from contracting providers and authorized by your PCP	60% after you pay deductible
Diagnostic lab work, X-rays and radiology	100%, with no deductible; a \$20 copay applies if part of a non-high-performing specialist visit	60% after you pay deductible

Doctor office visits	100%, with no deductible, after you pay a \$0 or \$20 copay per visit (lower office visit copay applies when using "high-performing" providers, when available; specialist visits always require the higher copay)	60% after you pay deductible
Durable medical equipment* (prior authorization required for eligible expenses over \$400)	80%, with no deductible, up to \$2,500 per benefit year (combined PCP-coordinated/ self-referral; oxygen, tube feedings, wound vacuum system, IV infusion pumps and associated supplies are not subject to the dollar limit)	80% after you pay deductible, up to \$2,500 per benefit year (combined PCP-coordinated/ self-referral; oxygen, tube feedings, wound vacuum system, IV

		infusion pumps and associated supplies are not subject to the dollar limit)
Emergency room (prior notification is required if your emergency results in an inpatient stay. You must contact the claims administrator within 24 hours of admission (or as soon as reasonably possible), or benefits may be reduced by \$500)	100%, with no deductible, after you pay a \$100 copay per visit (copay waived if you're admitted) If you have the ability to determine where and when to seek emergency room services and choose a non-contracting facility, you'll be responsible for the self-referred deductible and coinsurance, and you'll pay the difference between the billed charges and the allowed amount Benefits aren't paid for non-emergency use of the emergency room, unless your PCP directed you to go there An observation stay of 24 hours or more will be treated as an inpatient admission	
Hearing aids	100%, up to \$1,000 per ear every 3 years (including in-network & out of network combined)	
Home health care*	100%, with no deductible, after you pay a \$20 copay per visit, up to \$10,000 per benefit year (combined PCP coordinated/self-referred)	60% after you pay deductible, up to \$10,000 per benefit year (combined PCP-coordinated/ self-referred)
Hospice care*—outpatient (for patients who are expected to live fewer than six months)	100%, with no deductible	60% after you pay deductible
<i>Hospital services—inpatient*</i>		
Hospital stay* (semi-private room and all covered services and supplies received during that hospitalization, including lab, radiology and rehabilitation)	100%, with no deductible, after you pay a \$150 copay per admission	60% after you pay deductible
Professional fees for surgical and medical services*	100%, with no deductible	60% after you pay deductible
Inpatient rehabilitation* (speech, physical and occupational therapy)	100%, with no deductible	60% after you pay deductible
<i>Hospital services—outpatient</i>		
Surgery	100%, with no deductible, after you pay a \$25 copay	60% after you pay deductible

Diagnostic testing (including lab and X-ray)	100%, with no deductible	60% after you pay deductible
<i>Immunizations</i>		
For children up to 72 months of age	100%, with no deductible	100%, with no deductible
For employees and dependents age 72 months or older	100%, with no deductible	Not covered
Intravenous (IV) and injectable medications (prior authorization required if given in the home)*	100%, with no deductible	60% after you pay deductible

<i>Maternity care</i>		
Prenatal and postnatal care	100% after you pay one \$20 - copay for all prenatal and postnatal visits	60% after you pay deductible
Inpatient hospital services*	100%, with no deductible, after you pay a \$150 copay per admission	60% after you pay deductible

<i>Mental health treatment—inpatient</i>		
Mental health*	Subject to inpatient benefits	Subject to inpatient benefits

<i>Mental health treatment—outpatient</i>		
Mental health* (includes partial day hospitalization)		
Specialist office visit	100% after you pay a \$20 copay per visit	60% after you pay deductible
PCP office visit	100%, with no deductible, after you pay a \$0 or \$20 copay per visit (lower office visit copay applies when using "high performing" providers, when available; specialist visits always require the higher copay)	Not applicable
Neuro-developmental therapy (for children through age six)	100%, with no deductible, after you pay a \$20 copay per visit, up to \$1,000 of allowed amounts each for speech, physical and occupational therapy per person per benefit year, combined PCP coordinated/self-referred	60% after you pay deductible, up to \$1,000 of allowed amounts each for speech, physical and occupational therapy per person per benefit year, combined PCP-coordinated/self-referred

Oral surgery and related services (services for accidental injury— not from biting or chewing—to sound, natural teeth will be covered at the in-network deductible and coinsurance level for initial repair)	100%, with no deductible, after you pay a \$25 copay	60% after you pay deductible
Orthotics and prosthetics*	80%, with no deductible	80% after you pay deductible
Outpatient rehabilitation (occupational/physical therapy, speech therapy, chiropractic care)	100%, with no deductible, after you pay a \$20 copay per visit, up to 20 visits per episode per benefit year (combined in-network/out of-network)	60% after you pay deductible, up to 20 visits per episode per benefit year (combined in-network/out-of-network)

Prescription drug benefits—retail (up to a 30-day supply or 100 units, whichever is less; you may receive up to a 90-day supply for oral contraceptives but a copay is required for each month's supply)

Generic (mandatory)		100% of allowed amount after you pay an \$8 copay
Preferred Direct pharmacy	100% after you pay a \$5 copay	
All other pharmacies	100% after you pay an \$8 copay	
Brand-name formulary drug**	100% after you pay a \$15 copay	100% of allowed amount after you pay a \$15 copay
Brand-name non-formulary drug**	100% after you pay a \$30 copay	100% of allowed amount after you pay a \$30 copay
Tobacco cessation (Chantix or Bupropion)	100% up to 6 monthly refills (prescription required)	N/A

Prescription drug benefits—mail order (up to a 90-day supply for maintenance drugs filled through the mail-order program or any retail or mail-order pharmacy that agrees in writing to the same terms)

Generic (mandatory)		N/A
Preferred Direct pharmacy	100% after you pay a \$10 copay	
Mail order	100% after you pay a \$16 copay	
Brand-name formulary drug**	100% after you pay a \$30 copay	N/A
Brand-name non-formulary drug**	100% after you pay a \$60 copay	N/A

Preventive care (includes preventive care, well-woman exam and well-man exam)

Preventive care (includes periodic check-ups; well-baby and well-child care; preventive medical care such as bone density screening, dietician visits, routine	100%, with no deductible or copay.	Not covered
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hearing exams and routine physical exam)		
Well-woman exam (includes medical/gynecological history; pelvic exam including pap smear; vaginal culture/smear; breast exam including mammogram (age appropriate); rectal exam including occult blood test; consultation for birth control; and urinalysis)		60% after you pay deductible
Well-man exam (includes routine physical exam and Prostate Screening Antigen (PSA) tests)		60% after you pay deductible
Skilled nursing facility/inpatient physical rehabilitation*	100%, with no deductible, after you pay a \$150 copay per admission	60% after you pay deductible
TMJ	60%, with no deductible.	
Transplant services* (cornea, heart, heart-lung, kidney, pancreas, kidney, pancreas, liver, lung (single or double), intestine and bone marrow (autologous or allogenic)	100%, with no deductible, after you pay any applicable copays	60% after you pay deductible

Vision benefits - coverage will remain the same throughout the contract as it was in the prior contract.

Vision Plan Options			
Plan Element	Enhanced	Basic	Exam Only
Eye Exam Copay (Limited to one time per year)	\$20	\$20	\$10
Lenses (Limited to once every 12 months)	0%	0%	0% (Limited Benefit – Standard Lenses)
Frames or Contacts in lieu of lenses/frames	(Limited to once every 12 months)	(Limited to once every 24 months)	(N/A)
Allowances:			

Frames/Contacts	\$210	\$135	Discounted
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*You must contact the claims administrator for prior authorization before receiving services, or benefits are reduced by \$500. (See —Prior Notification for Other Services or Supplies for more detail.)

** If a covered brand-name drug is purchased when a generic is available, the copay will be the generic copay plus the cost difference between the two drugs, even if your doctor writes a —dispense as written prescription for the brand-name drug.

Consumer Directed (Enhanced) Plan Features	In Network	Out of Network
Choice of providers	When you seek care from in- network providers, you'll receive a higher level of benefits once you meet the deductible In-network providers agree to accept the contracted charges they've negotiated with the plan for the services they provide	You may see any licensed provider you choose, but you'll receive a lower level of benefits once you meet the deductible The plan pays benefits based on the allowed amounts negotiated with in-network providers—you'll pay the difference if you're charged more than the allowed amount (in addition to your coinsurance or copay)
Personal Care Account (PCA)	The dollars Spirit contributes to your PCA are automatically accessed to help you meet your deductible and coinsurance when you visit the doctor or have a procedure done. Any unused balances remaining in your PCA at the end of the benefit year can be rolled over (tax-free) to the next year, as long as you remain covered under the plan. The Company contributes the following amount to your PCA each benefit year: \$500 per individual; \$1,000 per employee and spouse/same-gender domestic partner or employee and child(ren); or \$1,500 per family	
Annual deductible (in- and out-ofnetwork deductibles accumulate separately)	Before the plan pays benefits for in-network care, you must meet a: \$1,000 Individual deductible*;	Before the plan pays benefits for out-of-network care, you must meet a separate: \$2,000 individual deductible*; \$3,500 employee and spouse/same gender

	\$1,750 employee and spouse/same-gender domestic partner or employee and child(ren) deductible*; or \$2,500 family deductible*	domestic partner or employee and child(ren) deductible*; or \$5,000 family deductible*
Benefit-year out-of-pocket maximum (doesn't include annual deductibles, copays; in- and outof-network out-of-pocket maximums are separate)	\$1,000 per individual** \$1,500 per employee and spouse/same-gender domestic partner or employee and children)** \$2,000 per family**	\$2,000 per individual** \$3,000 per employee and spouse/same gender domestic partner or employee and child(ren)** \$4,000 per family**

Your Consumer Directed (Enhanced) Plan Benefits at a Glance

* These amounts are reduced by the dollars in your PCA.

Eligible Expenses	What the Consumer Directed (Enhanced) Plan Generally Pays for In-Network Care	What the Consumer Directed (Enhanced) Plan Generally Pays for Out-of-Network Care (Based on Allowed Amount)
Ambulance (ground and air services)	90% after you pay deductible, for emergency services only	90% after you pay deductible, for emergency services only
<i>Chemical dependency treatment—inpatient</i>		
Chemical dependency treatment*	Subject to inpatient benefits	Subject to inpatient benefits
<i>Chemical dependency treatment—outpatient</i>		
Chemical dependency treatment* (includes partial day hospitalization)	90% after you pay deductible	60% after you pay deductible

Diabetic equipment and supplies*	90% after you pay deductible	60% after you pay deductible
Diagnostic lab work, X-rays and radiology	90% after you pay deductible	60% after you pay deductible
Doctor office visits	90% after you pay deductible	60% after you pay deductible

** These amounts may be reduced by the dollars in your PCA.

Durable medical equipment* (prior authorization required for eligible expenses over \$400)	90% after you pay deductible	60% after you pay deductible
Emergency room (prior notification is required if your emergency results in an inpatient stay. You must contact the claims administrator within 24 hours of admission (or as soon as reasonably possible), or benefits may be reduced by 50% of the allowed amount, up to \$1,000)	90% after you pay deductible Benefits aren't paid for non-emergency use of the emergency room An observation stay of 24 hours or more will be treated as an inpatient admission	90% after you pay deductible Benefits aren't paid for non-emergency use of the emergency room An observation stay of 24 hours or more will be treated as an inpatient admission
Hearing aids	100%, up to \$1,000 per ear every 3 years (including in-network & out of network combined)	
Home health care*	90% after you pay deductible, up to \$10,000 per benefit year (combined in-network/out-of-network)	60% after you pay deductible, up to \$10,000 per benefit year (combined in-network/out-of-network)
Hospice care* (for patients who are expected to live fewer than six months)	90% after you pay deductible	60% after you pay deductible
<i>Hospital services—inpatient*</i>		
Hospital stay* (semi-private room and all covered services and supplies received during that hospitalization, including lab, radiology and rehabilitation)	90% after you pay deductible	60% after you pay deductible
Professional fees for surgical and medical services*	90% after you pay deductible	60% after you pay deductible
Inpatient rehabilitation* (speech, physical and occupational therapy)	90% after you pay deductible	60% after you pay deductible
<i>Hospital services—outpatient (if you seek treatment at an in-network facility, benefits for a</i>		

<i>radiologist, pathologist or anesthesiologist will be covered at the in-network coinsurance level)</i>		
Surgery and diagnostic testing (including lab and X-ray)	90% after you pay deductible	60% after you pay deductible
<i>Immunizations</i>		
For children up to 72 months of age	100%, with no deductible	100%, with no deductible
For employees and dependents age 72 months or older (excludes immunizations required for travel)	100% after you pay deductible	Not covered
Intravenous (IV) and injectable medications (prior authorization required if given in the home)*	90% after you pay deductible	60% after you pay deductible
<i>Maternity care</i>		
Prenatal and postnatal care	90% after you pay deductible	60% after you pay deductible
Inpatient hospital services*	90D/0 after you pay deductible	60% after you pay deductible
<i>Mental health treatment—inpatient</i>		
Mental health*	Subject to inpatient benefits	Subject to inpatient benefits
<i>Mental health treatment—outpatient</i>		
Mental health* (includes partial day hospitalization)	90% after you pay deductible	60% after you pay deductible
Neuro-developmental therapy (for children through age six)	90% after you pay deductible, up to \$1,000 of allowed amounts each for speech, physical and occupational therapy per person per benefit year, combined in-network/out-of-network	60% after you pay deductible, up to \$1,000 of allowed amounts each for speech, physical and occupational therapy per person per benefit year, combined in-network/out-of-network
Oral surgery and related services (services for accidental injury—not from biting or chewing—to sound, natural teeth will be covered at the in-network deductible and coinsurance level for initial repair)	90% after you pay deductible	60% after you pay deductible
Orthotics and prosthetics*	90% after you pay deductible	60% after you pay deductible
Outpatient rehabilitation (occupational/physical therapy, speech therapy, chiropractic care)	90% after you pay deductible; up to 20 visits per episode per benefit year (combined	60% after you pay deductible; up to 20 visits per episode per benefit year (combined in-network/out-of-network)

	in-network/out of-network)	
<i>Prescription drug benefits—retail (up to a 30-day supply or 100 units, whichever is less; you may receive up to a 90-day supply for oral contraceptives but a copay is required for each month's supply).</i>		
Generic (mandatory)		100% of allowed amount after you pay deductible and a \$10 copay
Preferred Direct pharmacy	100% after you pay a \$7 copay	
All other pharmacies	100% after you pay a \$10 copay	
Brand-name formulary drug**	100% after you pay a \$20 copay	100% of allowed amount after you pay deductible and a \$20 copay
Brand-name non-formulary drug**	100% after you pay a \$35 copay	100% of allowed amount after you pay deductible and a \$35 copay
Tobacco cessation (Chantix or Bupropion)	100% up to 6 monthly refills (prescription required)	N/A
<i>Prescription drug benefits—mail order (up to a 90-day supply for maintenance drugs filled through the mail-order program or any retail or mail-order pharmacy that agrees in writing to the same terms)</i>		
Generic (mandatory)		N/A
Preferred Direct pharmacy	100% after you pay a \$17 copay	
Mail order	100% after you pay a \$25 copay	
Brand-name formulary drug**	100% after you pay a \$50 copay	N/A
Brand-name non-formulary drug**	100% after you pay an \$85 copay	N/A
<i>Preventive care (includes preventive care, well-woman exam and well-man exam)</i>		
Preventive care (includes periodic check-ups; well-baby and well-child care; preventive medical care such as bone density screening, dietician visits, routine hearing exams and routine physical exam)	100%, with no deductible	Not covered

Well-woman exam (includes medical/gynecological history; pelvic exam including pap smear; vaginal culture/smear; breast exam including mammogram (age appropriate); rectal exam including occult blood test; consultation for birth control; and urinalysis)		60% after you pay deductible
Well-man exam (includes routine physical exam and Prostate Screening Antigen (PSA) tests)		60% after you pay deductible
Skilled nursing facility/inpatient physical rehabilitation*	90% after you pay deductible	60% after you pay deductible
TMJ and MPDS	50%, with no deductible	
Transplant services* (cornea, heart, heart-lung, kidney, pancreas, kidney- pancreas, liver, lung (single or double), intestine and bone marrow (autologous or allogenic)	90% after you pay deductible	60% after you pay deductible

Vision benefits - coverage will remain the same throughout the contract as it was in the prior contract.

Vision Plan Options			
Plan Element	Enhanced	Basic	Exam Only
Eye Exam Copay (Limited to one time per year)	\$20	\$20	\$10
Lenses (Limited to once every 12 months)	0%	0%	0% (Limited Benefit – Standard Lenses)
Frames or Contacts in lieu of lenses/frames	(Limited to once every 12 months)	(Limited to once every 24 months)	(N/A)
Allowances:			
Frames/Contacts	\$210	\$135	Discounted

* You must contact the claims administrator for prior authorization before receiving services, or benefits are reduced by 50% of the allowed amount, up to \$1,000. (See "Prior Notification for Other Services or Supplies" for more detail.)

**** If a covered brand-name drug is purchased when a generic is available, the copay will be the generic copay plus the cost difference between the two drugs, even if your doctor writes a "dispense as written" prescription for the brand-name drug.**

Your Dental (Premier) Plan Benefits at a Glance

Plan Feature		
Choice of providers	You can choose any dentist you want, but the amount you pay for eligible expenses varies depending on whether you choose an in-network dentist or an out-of-network dentist	
Annual deductible (doesn't apply to diagnostic and preventive services)	In-network: \$25 per person; \$75 per family Out-of-network: \$100 per person; \$300 per family (in- and out-of-network deductibles accumulate separately)	
Annual dollar maximum	\$1,500 per person (combined in-network and out-of-network; for all services other than orthodontia)	
Orthodontia lifetime maximum	\$1,750 per person (combined in-network and out-of-network; for orthodontia services only)	
Eligible Expenses	What the Plan Generally Pays When You Use an In-Network Dentist	What the Plan Generally Pays When You Use an Out-of-Network Dentist
Diagnostic and preventive benefits	100%, with no deductible*	80%, with no deductible**
Basic benefits—for example, extractions and periodontics	80% after you pay the deductible*	70% after you pay the deductible* *
Restorative benefits—for example, amalgam, synthetic porcelain and plastic fillings	80% after you pay the deductible*	70% after you pay the deductible**
Denture repairs	50% after you pay the deductible*	50% after you pay the deductible* *
Crowns, jackets and cast restorations	50% after you pay the deductible*	50% after you pay the deductible**
Prosthetic benefits	50% after you pay the deductible*	50% after you pay the deductible**
Orthodontia benefits	50%, with no deductible, up to the orthodontia lifetime maximum*	50%, with no deductible, up to the orthodontia lifetime maximum**

* When you receive services from a Delta Dental Premier network dentist, the plan pays a percentage of the cost of services, up to the network fee schedule amount.

** When you receive services from an out-of-network dentist, the plan pays a percentage of the cost of services, up to the maximum plan allowance (MPA). The MPA is the in-network dentist's pre-filed fee, his/her submitted fee or the Delta Dental participating dentist's maximum fee, whichever is lowest.

Your Dental PPO(Preferred) Benefits at a Glance

Plan Feature		
Choice of providers	To receive benefits, you must use PPO dentists	
Annual deductible	None	
Annual dollar maximum	Unlimited	
Orthodontia lifetime maximum	\$1,750 per person (for orthodontia services only)	
Eligible Expenses	What the Plan Generally Pays When You Use a PPO Dentist	What the Plan Generally Pays When You Use an Out-of-Network Dentist
Diagnostic and preventive benefits	100%*	Not covered
Basic benefits—for example, extractions and periodontics	100%*	Not covered
Restorative benefits—for example, amalgam, synthetic porcelain and plastic fillings	100%*	Not covered
Denture Repairs	100%*	Not Covered
Crowns, jackets and cast restorations	100%*	Not Covered
Prosthodontic	100%*	Not Covered
Orthodontia Benefits	50%, up to the orthodontia lifetime maximum*	Not Covered

When you receive services from a PPO dentist, the plan pays a percentage of the cost of services, up to the PPO fee schedule amount. If you go to an out-of-network dentist you'll pay the entire cost of the services you received.

ARTICLE 13 HEALTH AND SAFETY

Section 13.1. Mutual Objective

It is the desire of both parties to this Agreement to maintain high standards of safety and health in order to eliminate, as far as possible, industrial accidents and illness. It is our intent that no employee shall be required to perform work that involves an imminent danger to health or physical safety. Imminent danger is defined as loss of life or limb. Both parties will continue to establish proactive, customer-driven programs and systems to support this mutual objective.

Section 13.2. Health and Safety in the Workplace

A. The Company is committed to a tobacco-free work environment based on the evidence that tobacco smoke and second-hand smoke is detrimental to employee health. Accordingly the interior spaces of all Company facilities are tobacco-free. The Company shall designate exterior spaces for smoking and use of other tobacco products. There shall be no use of tobacco products except in designated areas.

B. The Union and the Company are committed to working together to maintain a healthy, safe, and environmentally friendly workplace. Both parties agree that all employees should be actively involved in creating a safe workplace and complying with all applicable safety and health policies and procedures. The Union and the Company will each designate two (2) health and safety focals. Along with their other regularly assigned responsibilities, these representatives shall meet regularly to discuss how safety programs might be improved. The Union focals will be the point of contact with the Union for all occupational health and safety issues at the site. In addition, the Union focals will represent the Union at health and safety regulatory agency site reviews requiring Union participation, including walk-around inspections and complaint investigations.

C. Both parties recognize that good physical health and being prepared to do physical work may reduce injuries. Together, the parties will explore methods to promote health programs.

Section 13.3. Joint Programs

~~The Company and the Union agree to establish a Joint Programs Steering Committee during the first six (6) months following the contract effective date.~~

A. The Joint Programs Steering Committee will explore collaboration opportunities in community events, joint communications, health and safety, and training.

1. Health and Safety in the Workplace

The Union and the Company commit to work together to create an environment which promotes a positive approach to processes, attitudes and activities that bring about the changes necessary to achieve a workplace free of incidents, accidents and injuries, and that protects the environment. Both parties agree to work together to secure a safe workplace environment for all employees. The Company and the Union shall be responsible for the establishment of a Steering Committee comprised of four (4) representatives from each of the parties. This committee shall meet at least monthly to review worker concerns, accidents, injuries and near misses with appropriate

management for resolution and necessary follow-up. The duties of the members of this Steering Committee shall be in addition to their regular work assignments. Further, the Company will encourage employees to communicate concerns to their management and the Steering Committee so that these concerns may be fully addressed.

The Company will provide the opportunity for all Full-Time USA (“Union Safety Administrators”) to be trained in Hazmat and Emergency Response Training.

B. The Company and the Union will review the accredited apprentice program to assess its effectiveness. This review will include the evaluation of establishing additional training programs, e.g., NDI. Union and Management will work together to secure appropriate state and federal funding in support of this effort.

C. The Company will continue to utilize IAM Crest to facilitate employees returning to work from medical leave.

Section 13.4. Drug and Alcohol-Free Workplace

The Union and the Company recognize the value of working together to maintain the Drug and Alcohol-Free Workplace Program. This program has been established to promote a safe, healthy, and productive work environment. This program is intended to help prevent substance abuse through drug and alcohol/drug testing and enhanced employee communication that emphasizes the importance of awareness and rehabilitation. By complying with state/federal laws, regulations and enforcing the Company prohibition against drugs and alcohol in the workplace, public confidence in Spirit AeroSystems, Inc. products and services is maintained. Both parties commit to work together to create an environment which promotes a drug and alcohol-free workplace and adhere to the Company’s established policy.

Section 13.5. First Aid /Personal Protective Equipment

A. The Company shall maintain first aid kits within a reasonable distance of all work areas.

B. The Company will furnish personal protective equipment as deemed necessary.

Section 13.6. Joint Committee on Health Care Costs & Quality

The Company and the Union are committed to ensuring that employees have access to cost effective, quality health care coverage. Because of their ongoing concern about the quality of health care and costs, the parties agree to a Joint Committee on Health Care Costs and Quality. The Committee will have an equal number of representatives, including a co-chair, from each party. When appropriate, health care experts and representatives from the Company's health plans will be invited to attend Committee meetings. Each party may have their benefits consultants and advisors attend Committee meetings. The Committee will meet at least twice each year to discuss issues related to the health care program. The Committee also will meet with health care providers to express the parties’ interest in obtaining quality health care at affordable prices. Among the topics that the parties will consider and discuss are:

- Costs under the Company's medical plans.
- Overall plan design.
- Efficient use of health care resources by consumers.
- Cost management programs to address specific cost areas, including:
 - Disease management of selected high-cost chronic diseases.
 - Targeted health risk assessment.
 - Catastrophic case management.
 - Pharmaceutical management.
- Measurement tools for evaluating health plans' and providers' efficiency, including but not limited to programs of the National Academy of Sciences and National Quality Forum as well as accreditation from nationally recognized groups such as the National Committee for Quality Assurance (NCQA) or the Foundation for Accountability (FACCT).
- Benchmark data from other employers.
- Opportunities to work with other employers, unions or other parties interested in obtaining quality health care at affordable prices.

The Company and the Union also will undertake initiatives to expand health care plan accountability for quality. Among these initiatives will be:

- Provider performance reporting on quality and efficiency to encourage use of the highest quality providers, including those who meet the highest patient safety standards.
- Provider programs focused on specific high-yield quality innovations shown to substantially improve patient safety.
- Computerized physician order entry. Physicians will be required to enter prescriptions into a hospital database to screen for inappropriate medications and dosages and avoid potential adverse drug reactions/interactions.
- Evidence-based hospital referral. Physicians will be required, where practical, to guide patients to facilities with superior outcomes (linked to significantly lower patient mortality).
- ICU physician staffing. Where available, physicians who are critical care specialists will provide ICU care.

To encourage plan participants to use the highest quality health care available, it is the intent that the Company will provide education to employees regarding the effectiveness of physicians, hospitals and other health care providers as it becomes available. In recognition that reliable provider performance data is currently not collected and available, the Company will update the Committee from time to time on its progress in obtaining and sharing such data.

The Company and the Union are committed through these and other initiatives to improve quality and maintain reasonable costs, and they will recognize and endorse contracting decisions with physicians, hospitals and health plans based on compliance with these joint initiatives.

Section 13.7 Employee Assistance Program

- 1. The Company and the Union agree to cooperate in encouraging employees suffering from the illness of alcoholism or from drug dependency and mental health including (PTSD) to seek help from the Union Employee Assistance Program.**
- 2. It is agreed the Company and the Union will recognize two full-time Local 839 Union EAP Coordinators who will serve as the bargaining unit coordinator for EAP services.**
- 3. (a) The parties agree that in order to advance the goals of this program there will be regularly scheduled meetings between the full-time Local Lodge EAP Coordinators and the District 70 President and Directing Business Representative. Local Lodge full-time EAP Coordinators will remain on company active payroll.**
(b) Each Union EAP Coordinator will coordinate with the company designated representative to facilitate any leaves of absence that may be necessary for the employee seeking assistance. The Union EAP Coordinator will be able to meet with the Senior Labor Relations Representatives and D70 President/DBR as needed.
(c) The Company and the Union recognize the sensitivity and confidentiality of the information concerning employees seeking assistance and agree to protect those rights afforded all employees for privacy and confidentiality of all information regarding their treatment as required by Federal Law.
- 4. In the event that the Local Lodge EAP Coordinator holds a valid Certified Employee Assistance Professional (CEAP) Certificate, such Coordinator will be authorized to make specific recommendations for the treatment of the Company's employees who seek assistance.**

Based on a voluntary referral, these are recommendations only and the employee seeking assistance is still free to make their own choice regarding professional help.

- 5. EAP Coordinators will be required to carry Professional liability insurance. The Union agrees to pay for said professional liability insurance premiums.**

ARTICLE 14 MISCELLANEOUS

Section 14.1. Inventions

Employees shall be permitted to retain ownership of an invention conceived or developed by them if the invention:

- A. was developed entirely on the employee's own time and the invention is one for which no equipment, supplies, facilities, or

trade secret information of the Company was used; and

B. does not

1. relate directly to the business of the Company or to the Company's actual or demonstrably anticipated research or development, or

2. result from any work performed by the employees for the Company. All other inventions shall be the property of the Company, and employees shall assist the Company in the protection of such inventions as directed by the Company. No employee shall be required, as a condition of employment or continued employment, to sign an invention agreement, which contravenes these provisions.

Section 14.2. Sabotage

The Union agrees to report to the Company when it has knowledge of any acts of sabotage or damage to or the unauthorized or unlawful taking of company, government, customer, or any other person's or employee's property. The Union further agrees, if any such acts occur, to use its best efforts in assisting to identify and apprehend the guilty person or persons.

Section 14.3. Investigatory Interviews

Each employee has the right, during an investigatory interview, which the employee reasonably believes may result in discipline, to request the presence of his Shop Steward, if the Shop Steward is available. If his Shop Steward is not available, such employee may request the presence of another immediately available Shop Steward. If the Shop Steward is a possible witness in the underlying investigation, the Company will notify the In-Plant Representative in order that a different Union Representative may participate. If a Union Representative, pursuant to the employee's request, is present during such an interview, the Union Representative, in addition to acting as an observer, may, after the Company has completed its questioning of the employee, ask additional questions of the employee in an effort to provide information which is as complete and accurate as possible. The Union Representative shall not obstruct or interfere with the interview.

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Section 14.4. Bulletin Boards

A. The Company shall provide bulletin boards for the Union's use in areas conveniently accessible to bargaining unit employees. New and replacement boards will be at least three (3) feet by four (4) feet in size and shall be enclosed with a locking glass front. The Union may maintain the boards for the purpose of notifying employees of matters pertaining to Union business. All notices shall be signed by a Union In-Plant Representative.

B. The Company will explore the possibility of making alternative media available to the Union for the purpose of communicating matters pertaining to Union business. To the extent alternative media channels are made available to the Union, the Company has the sole right to approve or disapprove any specific communication, and such decision shall be final and not subject to the grievance procedure.

Section 14.5. No Discrimination

All terms and conditions of employment included in this Agreement shall be administered and applied without regard to race, color, religion, national origin, status as a disabled or Vietnam era veteran, age, gender, or the presence of a disability, except in those instances where age, gender, or the absence of a disability may constitute a bona fide occupational qualification. If administration and application of the contract is not in contravention of federal or state law such administration or application shall not be considered discrimination under this Section 14.5. Notwithstanding any other provision of this Section 14.5 or of this Agreement, a grievance alleging a violation of this Section 14.5, shall be subject to the grievance procedure and arbitration of Article 7 only if it is filed on behalf of and pertains to a single employee. Class grievances based on alleged violation of this Section 14.5 shall not be subject to the grievance procedure and arbitration under Article 7 of this Agreement.

Section 14.6. Subcontracting

~~Anything in this Section 14.6 to the contrary notwithstanding, it is agreed that under and included within the meaning of Article 4 of this Agreement that the Company has the right to subcontract and offload work, to make and carry out decisions, and to designate the work to be performed by the Company and the places where it is to be performed.~~

~~The Company and Union agree that an increasingly productive workforce is critical to the continued success of the enterprise and that domestic and international sales represent opportunities for employment growth and stability. The parties also recognize that a variety of business factors, including the Company's ability to secure sales, may require offsets as part of such transactions. Given these conditions, and in acknowledgement of Company and Union concerns regarding employment stability, the parties agree to meet periodically to discuss offsets and the impact of subcontracting on bargaining unit jobs. Recognizing the value of open communications to the partnering relationship between the Company and the Union, the Senior Operations Management will meet as needed but no less frequently than quarterly with the Union In-Plant Representatives to discuss any sourcing decisions that could impact bargaining unit jobs. With respect to the subcontracting of work currently performed by bargaining unit employees, the parties recognize that from time to time such subcontracting may be necessary. To enable the Union to suggest competitive alternatives which might allow the retention of work within the bargaining unit, the Company will, at least sixty (60) days prior to signing any agreement to subcontract work currently being performed by bargaining unit employees, provide notice to the Union of its plans to subcontract work which would directly result in the displacement of twenty-five (25) or more bargaining unit positions. The Company will provide information related to the potential subcontracting other than information it considers to be confidential, proprietary or subject to nondisclosure provisions.~~

~~The parties recognize that some subcontracting decisions cannot be disclosed with the sixty (60) day period referred to above, due to confidentiality concerns. In such circumstances, the Company will provide the Union as much notice as practicable.~~

~~Following notice of specific plans to subcontract work currently performed by the bargaining unit that would displace twenty-five (25) or more bargaining unit employees, the parties shall, upon the request of the Union, meet and discuss the impact on the bargaining unit. The Company agrees to consider any proposal the Union might make which would result in a less costly way to retain such work in the bargaining unit. The Union must present any such proposals within thirty (30) calendar days of receipt of the Company's plans. The parties will meet periodically to review the implementation of any such union proposals accepted by the Company. Should the Union's~~

~~projected savings not be realized within any ninety (90) day review period during implementation, the Company will have the right to subcontract the work.~~

Section 14.67. Masculine - Feminine References

In construing and interpreting the language of this Agreement, reference to the masculine, such as "he", "him", and "his", shall include reference to the feminine.

Section 14.78. Technology

As part of the Company's normal communication process it will endeavor to keep the union and employees informed of new technologies being considered for future application.

Section 14.89. High Performance Work Organization

A. Spirit AeroSystems, Inc. and the IAM, are committed to jointly develop a partnership that will accomplish goals of mutual benefit to all employees, customers, shareholders, suppliers, and the communities in which we function by developing a High Performance Work Organization (HPWO). This partnership is dedicated to improve quality, productivity, participation.

B. The IAM and Spirit AeroSystems, Inc. recognize their collective responsibility to gain commitment from all employees, to contribute to the success of Spirit AeroSystems, Inc. and the establishment of a positive work environment. This agreement will enable employees in all parts of the organization to participate in workplace change. They will share information, solve problems, and make decisions to a far greater extent than in the past.

C. Through this partnership and its commitment to positive workplace change, we intend to increase market share, expand workforces, better educate and train employees, increase profitability and return for shareholders, continue to provide competitive wages and benefits, and secure employment for all who participate.

Using the principles established by the IAM as general guidelines the Company and the Union agree to support efforts by Company Organizations and the employees within them to implement High Performance Work Organizations.

D. The Union and the Company leadership are specifically committed to initially taking the three following actions to begin joint development of a High Performance Work Organization: OnSite Familiarization with the IAM HPWO department staff;

Partnership Planning Sessions; and, developing a Joint Communications Strategy. Where implemented, the Company-Union HPWO partnership shall exist at the 2nd Level Manager and below in that organization.

Section 14.910. Career Development

Those who wish to further their career will be given the opportunity to have an annual development discussion with their Supervisor to discuss such things as growth potential.

Section 14.10. Employee on Union Business

An employee departing from work for union business in accordance with Section 3.7 will continue to accrue ETO and pension contributions for the time spent conducting union business during the employee's normal working hours.

Section 14.11. Master Mechanic

- A. The Company will create a pilot program for a Master Mechanic position in accordance with this section. Progress will be reviewed quarterly by the JPC. This pilot program will last no longer than 18 months, but may be revised or ended at any time at the Company's discretion. At the completion of the pilot program, the Company shall have the discretion to decide whether to continue or not continue the Master Mechanic position. Master Mechanics may perform other work in the area when they are not fulfilling their Master Mechanic responsibilities.**
- B. The Master Mechanic will provide working expertise and hands on instruction across programs, shifts and job codes to coach employees to build their skills and mentor employees in processes and procedure (if necessary, the procedures in Section 16.10 or 16.11 will be utilized). In performing the responsibilities of a Master Mechanic, it is expected that the Master Mechanic will assist the team in achieving reductions in SR&R, reducing the number and severity of workplace injuries, improvements in new hire retention, and improvements in productivity and realization.**
- C. The process for selecting a Master Mechanic shall be as follows:
 - 1. The Company shall determine, at its discretion, when a Master Mechanic position shall be created.**
 - 2. To fill any open Master Mechanic positions, the Company will open a requisition and the requisition will remain open for 10 business days.**
 - 3. A successful candidate must have the following qualifications:
 - a. The employee must be able to effectively communicate, train, and assist employees.**
 - b. employee must be in good standing, meaning an employee must have (1) no more than one active disciplinary action of any kind.****
 - 4. The area Senior Manager (PLM) and the Union Representative (either the Steward or In-Plant Representative, depending upon whether the Steward is a candidate) shall interview and select the best qualified individual for the Master Mechanic position.****
- D. Master Mechanics shall receive a premium of \$1.75 per hour over their current base rate of pay.**

ARTICLE 15 STRIKES AND LOCKOUTS

Section 15.1. Strikes and Lockouts

The Union agrees that during the term of this Agreement, and regardless of whether an unfair labor practice is alleged:

- A. there will be no strike, sit-down or walk-out and**
- B. the Union will not directly or indirectly authorize, encourage or approve any refusal on the part of employees to proceed to the location of normal work assignment where no rare or unusual physical hazard is involved in proceeding to such location. Any**

employee who violates this clause shall be subject to discipline. The Company agrees that during the term of this Agreement there will be no lock-out of employees covered by this Agreement. Any claim by either party that the other party has violated this Article 15 shall not be subject to the grievance procedure or arbitration provisions of this Agreement, and either party shall have the right to submit such claim to the court.

ARTICLE 16 WORKFORCE

Section 16.1. Lateral Transfers And Change In Classifications

A. The Company may make lateral reclassifications from one job classification to another **of like work (ex. M01/M02)**, or may make downgrades from one job classification to another except where individuals who have been laid off or downgraded and have previously held the job classification with seniority rights unless the job is of short term duration. **Reclassifications that are not of like work require Union agreement, unless they are due to medical limitations or lack of qualifications (see "Note" below).** ~~Notwithstanding the above, at management discretion, senior active employees can be moved into the position.~~ **For purposes of this section, "like work" is work that is the same or broadly similar. It involves similar knowledge and skills, where any differences are not of practical importance.**

B. Any employee who is laterally reclassified by the Company and is within the following ninety (90) days found by the Company to be unqualified (for reasons other than not being "physically qualified"), to perform his new assignment shall be:

1. assigned to other work in the same labor level
2. given the opportunity of returning to his former job classification, providing that he worked in the former job classification and level for thirty (30) days or more within the year preceding the reclassification to the new job and his seniority will support his return to the former job classification.

~~C. An employee who has been reclassified to the job classification since June 17, 2005 shall, in the event of surplus action affecting him/her, be afforded the right to return to one of the other job classifications in which he/she has held, providing he/she held that job classification for ninety (90) or more consecutive calendar days, and has greater seniority than another employee (not a Steward) in that job classification.~~ Reclassifications involving employees and the rights of such employees in connection with surplus procedures will be subject to the recall rights of others to the extent provided in Section 16.5. An employee who rejects such an offer shall have the right, upon their request, to be reclassified to a job classification to which the employee has established downgrade surplus rights described in Section 16.9. Such employee shall be considered an employee accepting a downgrade and shall be eligible for the provisions of Article 5, Section 5.135 Rate Retention and this Article 16. Such employee will not be eligible to file an effective application for downgrade rights for the rejected job.

~~C.D.~~ **Lateral transfer refers to employee movement from one shop to another, with no change to Job code/level, and no change of shifts. The Company maintains**

discretion to laterally transfer employees. However, it is not the Company's intent to bypass the shift preference process as outlined in Section 6.6 by utilizing repetitive lateral transfers.

Section 16.2. —————Promotion

The Company shall promote within job classification by seniority provided the employee has met the criteria as described in the job description or can demonstrate the ability to perform the job. Employees will be considered for promotion in the following order:

1. Employees who have previously held the job.
2. Employees in the next lower job level within the classification. (Ref. MOU #5).

Section 16.3. Layoff

A. When the Company determines it is necessary to reduce the number of positions in any job classification and level, it shall be by reverse seniority order in such position. Surplus employees will be laid off in the following order:

1. Volunteers considered and then approved by management in job classification.
2. In reverse seniority order:

B. Employees surplusd in this manner will have the following rights in this order:

1. Fill other positions previously held at the same pay level
2. Displace a less senior employee in the same job classification at the next lower level
3. Displace a less senior employee (not a Steward) in the highest job classification and level held for ninety (90) or more consecutive calendar days within ~~six (6)~~ **ten (10)** years of the surplus.

Section 16.4. Temporary Layoffs

Anything to the contrary in this Agreement notwithstanding, when the Company determines it is necessary to reduce the number of employees working within a job classification and level at a particular location, any employees in the organizations considered by the Company to have an excess number of employees, who are within such job classification and level, may be temporarily laid off for not more than twenty one (21) calendar days, with or without application of the procedures stated in this Agreement during such period of temporary layoff. The Company agrees that the Union will be notified whenever possible in advance. The Company will maintain Health Insurance during a temporary layoff and will make pension contributions based on forty (40) hours per week (if the IAM Pension Plan will permit such contributions).

Section 16.5. Recall

A. At the time of layoff, the Company automatically will place in the file for priority return to active employment the names of all laidoff employees. In order to maintain such recall status, employees will fill out the proper form at the out briefing. Individuals on layoff who wish to be considered for recall to positions other than the job classification and level previously held must advise the Company of such interest.

B. The Company's sole obligation to provide notice of recall shall be to send a certified written notice to the last mailing address provided by the employee. In the event that the employee moves from the last mailing address provided, the employee must update his/her mailing address with the Company via certified written notice.

C. Before hiring new employees, laid off employees will be recalled in the following order:

1. Employees laid off from the job classification and level in the reverse order of layoff.
2. Employees who have expressed interest in filling other positions shall be given preferential consideration, if qualified, when openings occur.

D. An individual on layoff who is offered recall to the job classification and level from which he was most recently laid off will lose his seniority if he declines such offer unless the job opening is deemed to be less than 90 days.

E. An individual on layoff who declines a job offer other than the one from which he was most recently laid off will not lose his seniority and will continue to be given consideration when openings occur.

Section 16.6. Recalls from Layoff

An employee who is recalled from layoff through the exercise of recall rights, will have the following base rate:

A. If the employee is recalled to the same labor level from which he was laid off, he will be paid the base rate and the cost of living adjustment in effect on the date of his layoff, provided that, if cost of living adjustment has been added to base rates and made a part thereof since the employee's layoff, the cost of living adjustment in effect on the date of the employee's layoff shall be similarly added to his base rate.

B. If the employee is recalled to either a higher or lower labor level than the one from which he was laid off, his base rate will be determined first by treating him as though he had been recalled to the same labor level under Section 16.6(A) and then reclassified under 5.14.

Section 16.7. Layoff Notice

The Company will attempt to give at least two (2) weeks notice prior to layoff to the employees affected, except when the layoff is caused by unexpected events (WARN Act definition) termination of a Government or other production contract, temporary layoff or when the affected employees are absent.

Section 16.8. Accelerated Layoff

A. The Company and the Union agree that, employees who have been identified for and notified (either directly or to the Union) of potential layoff may request acceleration of the anticipated layoff date provided that management shall grant such a request when such employees have provided satisfactory proof that they have accepted a job offer from another employer. Employees whose requests are granted shall be given a release date of

not more than two (2) weeks (fourteen (14) calendar days) following the date the request was granted.

B. Employees granted an accelerated layoff date shall be regarded as having Recall Rights as set forth in Article 16 of the parties' Collective Bargaining Agreement only upon receipt, following their layoff, of an effective application as described in Section 16.5. Employees granted an accelerated layoff date will be required to sign a form waiving any rights under the Worker Adjustment and Retraining Notification Act to a full sixty (60) day period of employment prior to the layoff.

Section 16.9. Downgrade

Refers to the reclassification of an employee to a lower labor level.

- A. Employee Requested Downgrade- refers to a downgrade initiated by the employee. (An employee who expresses a desire for an employee-requested downgrade may have his/her Steward or Business Representative present during any formal discussion of the proposed action).

Section 16.10. Emergency Classification

Refers to the temporary reclassification of an employee when the Company finds it necessary to assign a higher-level employee to perform lower-level work outside of the employee's assigned classification. **The employee's manager shall discuss the temporary reclassification with the shop steward to explain the business need or reason for the temporary reclassification.** In the event of a surplus activity, an employee's right to downgrade to a position held as an emergency classification shall be governed by Section 16.3 (B) (3). In each instance the employee will be notified at time of assignment and the Union notified and the employee reclassified when the assignment exceeds **eighty-nine (89)**~~ninety (90)~~ calendar days. ~~The Company shall provide the Union with an updated list of employees who are emergency classified on a monthly basis.~~ (Ref. MOU #2)

When an employee is emergency classified, the employee will not have their base rate changed from their current pay before the classification change. The Company agrees to inform the Union of the emergency classification via FileNet or similar electronic notification process.

Section 16.11. Temporary Promotion

Refers to a promotion remaining in effect for a period of not more than thirty (30) consecutive calendar days, or for ninety (90) consecutive calendar days if the promotion is a direct replacement for an employee on medical leave of absence, travel assignment, or temporary supervisory assignment, or for such longer period as may be designated by mutual agreement between the Company and the Union.

The Union In-Plant Representative shall be provided with notification of temporary promotions that are estimated to be in effect for thirty (30) calendar days prior to or coincident with the effective date of such promotions. The foregoing time period limitation will not apply in instances where an employee is on travel assignment. Repetitive temporary promotions shall not

be used to fill a permanent job opening. **Upon request of the Union, the Company shall provide an explanation of the business need or reason for the temporary promotion. When an employee is temporarily promoted, the employee will have their base rate of pay increased per I-code as set forth in section 5.12. The Company agrees to inform the Union of the temporary promotion via FileNet or similar electronic notification process.**

ARTICLE 17

JOB SECURITY, JOINT PARTNERSHIP AND SPECIFIC SUBJECT MATTER COMMITTEES, WORKPLACE STEWARD-MANAGER PARTNERSHIP, SUCCESSORSHIP

Section 17.1. Job Security

A. The Union and the Company understand and agree that they have a strong and mutual interest in the long-term financial success and growth of the Company's Wichita operations. An essential component of that success and growth is the maintenance of a strong, highly skilled, and sustainable workforce in Wichita consistent with the Company's need to remain viable and cost competitive over the long term in the global aerospace industry. To this end, the Union and the Company commit as follows:

1. The Company agrees that the Union is entitled to strategic briefing on an ongoing basis in order to ensure that the Union has sufficient advance information on all subjects necessary to fulfilling its role in maintaining and, to the extent possible, advancing workforce levels in Wichita. To this end, promptly after each quarterly meeting of the Company's Board of Directors and the quarterly analyst call, members of the Company's Senior Executive Team shall meet with the Union's International and District Lodge team to discuss the Company's current condition, projections, and plans. These meetings will be strategic in nature and will cover, but not be limited to: the Company's evolving plans for Wichita, competitive pressures and opportunities, long-term strategic sourcing, new programs and resulting work statements, hiring plans, and expected or possible contingency plans or other mitigating actions to manage variations in production and customer requirements. The Union may request other meetings as necessary.
2. The Company agrees to maintain Major Manufacturing Operations in Wichita for the life of this Agreement and therefore maintain jobs in Wichita. Major programs being produced in the Wichita Plant by IAM bargaining unit members will continue to be performed by IAM bargaining unit members unless as provided herein:
 - a. The Union and the Company understand that the scale of the Company's operations may require a program or portion of a program to be shifted out of Wichita in order to make room for a new or expanded program.
 - b. In making program decisions, the Company's intent over the long term will be to maintain and, if possible, expand the workforce in Wichita. If, during the term of this Agreement, the Company begins to consider options for selling or outsourcing a major work statement being produced at that time in the Wichita plant by IAM

bargaining unit members, or to establish a next generation program line outside of the bargaining unit for any program line produced at that time in the Wichita plant by IAM bargaining unit members, the Company agrees to inform the Union. In such a circumstance, the Company will work cooperatively with the Union to consider options for maintaining workforce levels in Wichita. If the Company comes to the conclusion that outsourcing is necessary, the Union will have the opportunity to present an alternative business case, to which the Company agrees to give full consideration in good faith. In evaluating the Union's alternative, it is agreed between the Company and the Union that the Company will consider the maintenance of a strong, highly skilled workforce in Wichita, consistent with the intent of this Article 17, to be an important factor and an important Company priority.

- c. Throughout the processes described in the paragraph, the Company and the Union recognize that the Joint Partnership Committee may play a valuable role.
3. In order to ensure that the IAM bargaining unit in Wichita has the maximum potential for growth, the Company agrees to offer such training as may be necessary or appropriate in order for bargaining unit members to have the skills and skill sets that will enable them to keep pace with the Company's program requirements and plans.
4. During the term of this Agreement, if it appears that the Company will be faced with fluctuations in customer demand that could impact the amount of work available to the bargaining unit, the Company agrees that it will notify the Union promptly and engage in good faith in a process of considering all fiscally reasonable alternatives to layoffs. Such alternatives may include, but not be limited to, temporary furloughs, alternative work schedules, additional training, insourcing, and short workweeks. The Company and the Union recognize that the Joint Partnership Committee may play a valuable role in this process.

B. Subcontracting

Anything in this Section 17.1 to the contrary notwithstanding, it is agreed that under and included within the meaning of Article 4 of this Agreement that the Company has the right to subcontract and offload work, to make and carry out decisions, and to designate the work to be performed by the Company and the places where it is to be performed.

A. The Company and Union agree that an increasingly productive workforce is critical to the continued success of the enterprise and that domestic and international sales represent opportunities for employment growth and stability. The parties also recognize that a variety of business factors, including the Company's ability to secure sales, may require offsets as part of such transactions. Given these conditions, and in acknowledgement of Company and Union concerns regarding employment stability, the parties agree to meet periodically to discuss offsets and the impact of subcontracting on bargaining unit jobs. Recognizing the value of open communications to the partnering relationship between the Company and the Union, the Senior Operations Management will meet as needed but no less frequently than quarterly with the Union In-Plant Representatives to discuss any sourcing decisions that could impact bargaining unit jobs.

B. With respect to the subcontracting of work currently performed by bargaining unit employees, the parties recognize that from time to time such subcontracting may be necessary. To enable the Union to suggest competitive alternatives which might allow the retention of work within the bargaining unit, the Company will, at least sixty (60) days prior to signing any agreement to subcontract work currently being performed by bargaining unit employees, provide notice to the Union of its plans to subcontract work which would directly result in the displacement of fifteen (15) or more bargaining unit positions. The Company will provide information related to the potential subcontracting other than information it considers to be confidential, proprietary or subject to nondisclosure provisions.

C. The parties recognize that some subcontracting decisions cannot be disclosed with the sixty (60) day period referred to above, due to confidentiality concerns. In such circumstances, the Company will provide the Union as much notice as practicable. Following notice of specific plans to subcontract work currently performed by the bargaining unit that would displace fifteen (15) or more bargaining unit employees, the parties shall, upon the request of the Union, meet and discuss the impact on the bargaining unit. The Company agrees to consider any proposal the Union might make which would result in a less costly way to retain such work in the bargaining unit. The Union must present any such proposals within thirty (30) calendar days of receipt of the Company's plans. The parties will meet periodically to review the implementation of any such union proposals accepted by the Company. Should the Union's projected savings not be realized within any ninety (90) day review period during implementation, the Company will have the right to subcontract the work.

C. The Company agrees to use reasonable efforts to hire 25 facilities apprentices during the term of this Agreement.

4.

Section 17.2. Joint Partnership and Specific Subject Matter

Committees

To help ensure future success the Company and the Union agree to establish a Joint Partnership Committee (JPC) and Specific Subject Matter Committees to support the intention of this contract and jointly address mutually agreed upon topics to further the health of the Company and keep the team for the future intact.

The parties intend the JPC to form the basis for honest and meaningful dialogue between the parties, and to promote a positive relationship that will ensure the parties' mutual desire to establish and maintain effective working relationships and a work environment that will facilitate improved productivity and competitiveness.

1. The Company and the Union shall each select a maximum of three (3) suitably qualified individuals to participate in the JPC.

The Company and Union may need support from other specialized subject matter experts and in such case, both parties will agree to the attendance of and disclosure of information

to subject matter experts prior to the meeting. The JPC shall meet at least quarterly, but more frequently as required, at a mutually convenient location to discuss and resolve the full range of issues relating to the successful implementation and administration of our Long Term Agreement (LTA).

2. The JPC will establish, appoint representatives and monitor various joint committees. Joint committees (Specific Subject Matter Committees) may include, but not be limited to the following: health and safety, health care, technical training, labor management cooperation, supervisor and union steward training.
3. The JPC will make recommendations on targets and other matters relating to the Gain Sharing Program and will discuss the targets and goals established by the Board of Directors for the annual Short-Term Incentive Plan (STIP).
4. The JPC will meet monthly, or as required, to monitor and discuss outstanding grievances with a view to speedy resolution. The JPC will overview and monitor Steward and Manager training on complaint and grievance resolution.
5. Where feasible, the Company's intention is to use temporary IAM employees as a buffer to protect against short-term hiring challenges and to give some protection during economically challenging times. The Company will discuss sourcing temporary employees and their terms and conditions with the IAM through the JPC with a view to using the IAM as a referral or job house and will agree with the IAM through the JPC, the duration of the said temporary assignment. If the Company hires any of said temporary employees, temporary assignment time will count towards probationary period. It is not the Company's intention to use temporary employees to replace or erode the work performed by IAM bargaining unit employees. The use of temporary employees will be restricted to meeting short-term hiring and economic challenges. Temporary assignments will last no longer than 90 days, unless expressly agreed by the JPC.
6. During times of economic uncertainty, the Company intends to explore, and will discuss with the JPC, as needs arise, all fiscally reasonable alternatives to layoffs, including temporary furloughs, alternative work schedules, release of temporary employees, additional training, in-sourcing and short workweeks. Additionally, the Company will evaluate any other recommendations from the JPC.

Section 17.3. Workplace Steward-Manager Partnership

1. The Company and the Union agree to work to establish an ongoing robust communication process throughout all levels of management that provides timely and informative information to members of the bargaining unit. The parties will strive to improve relationships at all levels of Spirit management and the IAM represented workforce. This includes the Company, and the Union, separately and together, instituting training focused on a culture of open communication. Training will be geared to 1st level shop management, Union Stewards and Team Leaders.
2. 1st Level Shop Management, the shop Union Steward, and the Team Leader, if one is assigned to the shop, will meet regularly (but no less often than monthly) to discuss methods of improving shop performance, safety, employee development, schedules, employee morale, reduction of overtime, scrap reduction and other mutually agreed topics that could improve the overall performance of the shop.

3. 1st Level Shop Management and the Shop Steward shall conduct a crew meeting at least monthly to discuss items set out above.
4. 1st Level Shop Management will regularly communicate with employees regarding their performance. As appropriate, the 1st Level Shop Manager will discuss employee performance issues with the Shop Steward and seek input on how performance might be best improved. Any discipline of an employee shall be at the discretion of the Company, subject to the other provisions of this Agreement.
5. The Company and the Union will establish a joint committee which shall meet at least twice per year to explore how the Steward-Manager Teams are functioning and whether other changes could be implemented to further improve the process.

Section 17.4. Successorship

It is the express intent of the Company and the Union that this Agreement shall remain in effect for its full term. To that end, the Company and the Union agree that this Agreement shall bind their successors, administrators, executors, and assigns in the event the Company sells, leases, or otherwise transfers all of its Wichita operations.

ARTICLE 18 PENSIONS

- A. The Employer shall contribute to the I.A.M. National Pension Fund, National Pension Plan for each hour or portion thereof for which employees in all job classifications covered by this Agreement are entitled to receive pay under this Agreement, subject to a maximum of forty (40) hours per week and eighty (80) hours per bi-weekly pay period for each employee as follows:**
 1. \$ 1.95 per hour - \$83.59, effective July 1, 2019
 2. \$ 2.00 per hour - \$85.46 effective July 1, 2023
 3. \$ 2.05 per hour - \$87.33 effective July 1, 2024
 4. \$ 2.10 per hour - \$89.20 effective July 1, 2025
 5. \$2.10 per hour - \$89.20 effective July 1, 2026
- B. The Employer shall continue contributions for all contractually obligated time paid. The Employer shall also make contributions whenever an employee receives severance pay, vacation pay at termination, or vacation pay in lieu of time off.**
- C. Contributions for a new, temporary, probationary, part-time and full-time employee are payable from the first day of employment.**
- D. The Employer adopts and agrees to be bound by, and hereby assents to, the IAM National Pension Fund Amended and Restated Trust Agreement, including all**

amendments thereto, whether adopted before or after the date of this Agreement (“Trust Agreement”), which is incorporated into this Agreement and made a part hereof, and the Plan rules adopted by the Trustees of the Fund (the “Trustees”) in establishing and administering the foregoing Plan pursuant to the Trust Agreement, as currently in effect and as the Trust and Plan may be amended from time to time.

- E. This Agreement shall remain in effect until the Employer is no longer required to make contributions to the Plan. Subsequent rate increases may be implemented through a separate Letter of Agreement or renewal Collective Bargaining Agreement between the bargaining parties.
- F. The parties may increase the Contribution Rate and/or add job classifications or categories of hours for which contributions are payable. The parties acknowledge that the Trustees may terminate the participation of the employees and the Employer in the Plan for reasons including, but not limited to, if the successor collective bargaining agreement fails to renew the provisions of this pension Article or reduces the Contribution Rate.

This Article contains the entire agreement between the parties regarding pensions and retirement under this Plan and any contrary provisions in this Agreement shall be void. No oral or written modification of this Agreement shall be binding upon the Fund unless agreed to in writing by an authorized representative of the Fund. No grievance procedure, settlement or arbitration decision with respect to the employer’s obligation to contribute shall be binding upon the Fund, unless the Fund has agreed to be a party to such proceeding.

~~A. The Employer shall contribute to the I.A.M. National Pension Fund, National Pension Plan for each hour or portion thereof for which employees in all job classifications covered by this Agreement are entitled to receive pay under this Agreement, subject to a maximum of eighty (80) hours per bi-weekly pay period for each employee as follows:~~

- ~~1. \$ 1.50 per hour — \$66.08, effective July 1, 2010~~
- ~~2. \$ 1.55 per hour — \$68.08, effective July 1, 2011~~
- ~~3. \$ 1.60 per hour — \$70.09, effective July 1, 2012~~
- ~~4. \$ 1.65 per hour — \$72.90, effective July 1, 2013~~
- ~~5. \$ 1.70 per hour — \$74.10, effective July 1, 2014~~
- ~~6. \$ 1.75 per hour — \$76.10, effective July 1, 2015~~
- ~~7. \$ 1.80 per hour — \$77.98, effective July 1, 2016~~
- ~~8. \$ 1.85 per hour — \$79.89, effective July 1, 2017~~
- ~~9. \$ 1.90 per hour — \$81.73, effective July 1, 2018~~
- ~~10. \$ 1.95 per hour — \$83.59, effective July 1, 2019~~

~~B. The Employer shall continue contributions based on a forty (40) hour workweek while an employee is off work due to paid vacations or paid holidays. Contributions shall not be~~

made for sickness and injury time. The Employer shall also make contributions whenever an employee receives severance pay, vacation pay at termination, or vacation pay in lieu of time off.

- ~~C. Contributions for a new, temporary, probationary, part time and full time employee are payable from the first day of employment.~~
- ~~D. The I.A.M. Lodge and Employer adopt and agree to be bound by, and hereby assent to, the Trust Agreement, dated May 1, 1960, as amended, creating the I.A.M. National Pension Fund and the Plan rules adopted by the Trustees of the I.A.M. National Pension Fund in establishing and administering the foregoing Plan pursuant to the said Trust Agreement, as currently in effect and as the Trust and Plan may be amended from time to time.~~
- ~~E. The parties acknowledge that the Trustees of the IAM National Pension Fund may terminate the participation of the employees and the Employer in the Plan if the successor collective bargaining agreement fails to renew the provisions of this pension Article or reduces the Contribution Rate. The parties may increase the Contribution Rate and/or add job classifications or categories of hours for which contributions are payable.~~

~~This Article and the Agreement signed on April 2 and 4, 2005 between the Company and the IAM National Pension Fund contain the entire agreement between the parties regarding pensions and retirement under this Plan and any contrary provisions in this Agreement shall be void. No oral or written modification of this Agreement shall be binding upon the Trustees of the IAM National Pension Fund. No grievance procedure, settlement or arbitration decision with respect to the obligation to contribute shall be binding upon the Trustees of the said Pension Fund.~~

ARTICLE 19 401(K) PLAN

- A. Spirit AeroSystems, Inc. (the “Company”) wishes to contribute to the I.A.M. National 401(k)Fund (the “Fund” or “Plan”) for all of its employees who are working under a Collective Bargaining Agreement with the International Association of Machinists & Aerospace Workers effective through 12:01 a.m. June 20, 2027 (the“CBA”). This Agreement (contained in Article 19) shall remain in effect until the employer is no longer required to participate in the Plan.**
- B. Elective Contribution Option – The Company will make authorized pre-tax and/or after-tax deductions of a percentage of the employees’ gross wages for each pay period for any employee covered by the CBA who has enrolled and authorized that such payroll deduction. Elective Contributions will be effective as of the effective date of the CBA.**
- C. Automatic Payroll Deduction Option – The parties to the CBA agree to automatically enroll all employees working under the CBA in the Plan. Employees will be automatically enrolled at 3%. The Employer is required to deduct the fixed percentage from each employee’s gross wages and remit it to the Fund. These amounts must be forwarded to the Fund Office no later than the date described in paragraph “E” below, unless the employee affirmatively elects (1) not to have the automatic deduction, or (2) to have a different percentage deducted from his or her**

wages.

- D. Employer Contribution Option – The Company will provide to all participating employees a matching contribution of fifty cents for every dollar the employee contributes, up to the first 4% of the employee’s gross wages.**
- E. Contributions required under paragraphs “B” and “C” above must be made on the earliest date on which the deducted amounts can be reasonably segregated from the employer’s general assets, but in no event received later than the seventh (7th) business day following the date that payments are made to the employee (“Due Date”). Otherwise, the Fund will consider a contribution to be delinquent, subject to collection under the Fund’s rules.**
- F. A newly-hired employee will become a Plan participant after completing one hour of service, unless the CBA calls for the employee to complete a probationary period. However, for purposes of participating in the Plan, in no event can a probationary period be longer than 1,000 hours of service from the date of hire.**
- G. The employer agrees to make deductions from the employee’s wages of any amounts required by the Fund to pay back a loan taken from the Fund by the employee, if applicable. Such amounts will be deducted and remitted to the Fund in accordance with the Fund’s timing rules for contributions found in paragraph “E.”**
- H. The employer agrees to implement the deferral elections made by the employees who are working under the CBA, and to provide the Trustees of the Fund (the “Trustees”) with all compensation information and other data needed for the Trustees to administer the Plan in accordance with its terms and applicable law.**
- I. The employer agrees to be bound by (i) the I.A.M. National 401(k) Fund Trust Agreement, including all amendments thereto, whether adopted before or after the date of this Agreement (the “Trust Agreement”), which is incorporated into this Agreement and made a part hereof, (ii) any rules and regulations adopted by Trustees in administering the Fund, and (iii) the terms of the Plan document currently in effect and as may be amended from time to time.**
- J. No oral or written modification of this Agreement shall be binding on the Fund unless agreed to in writing by an authorized representative of the Fund. No grievance procedure, settlement, or arbitration agreed to by the parties to the CBA shall be binding on the Fund, unless the Fund has agreed to be a party to such proceeding.**
- K. This Agreement shall become effective as soon as practicable following its acceptance by the Trustees. No employee deductions shall be remitted to the Fund until the parties to the Agreement are provided notification of acceptance by an authorized representative of the Fund.**
- L. The employer shall allow the Fund to audit the payroll and wage records of the employer as necessary to determine whether and to what extent the employer has**

made the contributions required herein and the employer agrees to comply with the provisions of the Trust Agreement and Fund rules relating to such audits. The employer agrees to cooperate in the performance of such audits and shall pay any amounts determined to be due as a result of any such audit including, in certain circumstances, the costs to perform the audit, promptly upon demand by the Fund. The employer agrees to be bound by the terms and conditions of the Fund's Trust Agreement.

M. The employer understands that its participation in the Plan is conditioned on the employer's compliance with the participation, coverage and non-discrimination requirements of the Internal Revenue Code (the "Code"), and the Plan not being a top-heavy Plan with respect to the employer's non-bargaining unit employees. If

(i) the employer fails to comply with the Code requirements referenced in the previous sentence, or (ii) the Plan is top-heavy with respect to the employer's non-bargaining unit employees, or (iii) the employer fails to provide information, certifications or additional sums required by the Trustees, the participation of the employer's employees shall terminate.

~~A. The undersigned Employer wishes to become a Contributing Employer to the I.A.M. National 401(k) Plan for all its employees who are working under an I.A.M. Collective Bargaining Agreement effective from the effective date of this Agreement.~~

~~B. The Employer will make authorized weekly/biweekly pre-tax deductions of a percentage of the employee's current earnings for each pay period for any employee covered by this Agreement who has requested that such a payroll deduction be made.~~

~~C. All such deductions shall be remitted to the Fund two business days after the end of each pay period for which the deductions are made but in no event later than the tenth (10th) day of the month following the pay period for which the deductions are made.~~

~~D. Such deductions are required to be remitted to the Plan by the Employer and must be sent to:~~

~~I.A.M. National Pension Fund,
I.A.M. National 401(k) Plan
P.O. Box 64341
Baltimore, MD 21264-4341~~

~~or such other address as the Trustees may require.~~

~~E. The Employer agrees to make further deductions from the employee's wages of any monthly amount required by the Plan to pay back a loan taken from the Plan by the employee if applicable. Such amounts will be deducted and remitted to the Plan in accordance with paragraphs (A), (B) and (C).~~

~~F. The Employer agrees to maintain and abide by any deferral election form provided by the employee to the Employer and to provide the Trustees of the Fund with all compensation and other data needed for the Trustees to administer the Plan in accordance with the terms of the I.A.M. National 401(k) Plan and applicable law.~~

- ~~G. The Employer agrees to be bound by, and hereby assents to, the Amended and Restated Trust Agreement for the I.A.M. National Pension Fund and by the terms of the I.A.M. National 401(k) Plan currently in effect and as the Trust and Plan may be amended from time to time.~~
- ~~H. This Agreement contains the entire agreement between the Employer and the I.A.M. National Pension Fund, I.A.M. National 401(k) Plan for the participation of this group of employees. No oral or written modification of this agreement shall be binding unless agreed to in writing by the Trustees of the I.A.M. National Pension Fund. No grievance procedure, settlement, or arbitration shall be binding on the Trustees of the I.A.M. National Pension Fund.~~
- ~~I. This Agreement shall become effective upon its acceptance by the Trustees of the I.A.M. National Pension Fund. No employee deductions shall be remitted until notification of acceptance by the Trustees of the I.A.M. National Pension Fund.~~
- ~~J. The Employer understands that the participation in the Plan of its employees is conditioned on their participation in a defined benefit pension plan and the Employer's compliance with Sections 401(a)(4), 410(b) and 401(k) of the Internal Revenue Code. Participation in the I.A.M. National 401(k) Plan is further conditioned upon the Plan not being a top heavy Plan under Section 416 of the Internal Revenue Code with respect to the Employer's non-bargaining unit employees.~~
- ~~K. The Employer agrees to provide the information and certifications required by the Trustees to monitor compliance with the Plan and the Internal Revenue Code, including compensation and other information regarding all Bargaining Unit employees of the Employer. If the Employer fails to comply with Sections 401(a)(4), 410(b) or 401(k) of the Internal Revenue Code, or if the Plan is top heavy with respect to the Employer's employees, or if the Employer fails to provide information, certifications or additional sums required by the Trustees, the participation of the Employer's employees shall terminate. In addition, the Trustees may in their discretion terminate this agreement at any time by 60 days' written notice.~~
- ~~L. Pursuant to this Agreement, various lump sum payments shall be made to eligible employees. If the I.A.M. National 401(k) Plan will permit, employees may contribute monies from these lump sum payments to the I.A.M. National 401(k) Plan.~~

ARTICLE 20 DURATION

Section 20.1. Duration/Notification

This Agreement shall ~~be effective for a ten (10) year period and shall become effective on June 2630, 2023~~~~10~~, and shall remain in force through ~~12:01 a.m. midnight, June 2720, 2027~~~~0~~. This Agreement shall remain in force from year to year thereafter, unless either party shall notify the other, in writing by registered mail, not more than ninety (90) calendar days nor less than sixty (60) calendar days prior to the anniversary of the Effective Date in the year in which contract termination is desired.

Notice under Section 20.1 duration, notification shall be served on the senior Human Resources Manager for the Company and the designated representative for the Union.

~~Duration dates are: June 26, 2010 through midnight June 27, 2020.~~

ARTICLE 21 SCOPE OF AGREEMENT

Section 21.1. Complete Agreement

This Agreement contains the entire agreement between the parties and any contrary provisions in any other document shall be void. No oral modification of this agreement shall be effective or binding on any party.

Section 21.2. Severability

If any term or provision of this Agreement is, at any time during the life of this Agreement, adjudged by a court or administrative body of competent jurisdiction to be in conflict with any law, such term or provision shall become invalid and unenforceable, but such invalidity or unenforceability shall not impair or affect any other term or provision of this Agreement.